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## The Solicitors' Journal and Weekly Reporter.

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### Current Topics.

Lord Moulton.

WE REGRET to hear of the sudden death of Lord MOULTON. He was engaged in the judicial work of the House of Lords on Tuesday, and was found dead in bed on Wednesday morning. The death of his elder brother, Dr. W. F. MOULTON, one of the New Testament Revisers, and first Headmaster of the Leys School, Cambridge, was equally sudden. The third brother, Dr. RICHARD GREEN MOULTON, is famous for his popularization of the literary side of the Bible. Of the three, JOHN FLETCHER MOULTON possessed, no doubt, the more active and subtle intellect, and while his brothers took to theology and literature, his natural aptitude was for science. It is, indeed, singular that it was law and not science that he adopted as a career. But he was at Cambridge at a time when the Bar seemed to offer the best promise of success to mathematical genius, and—to speak of Senior Wranglers only, a position of pre-eminence now extinct—he took the same course as STIRLING and ROMER. ROMER's career, indeed, was determined by his election to a fellowship at Trinity Hall. At that time all the fellows, except those engaged in college tuition, had to be at the Bar. But in his case the choice was a happy one, and while he retired from the Bench early, another distinguished equity judge could still fittingly refer to him at his death as "*clarum et venerabile nomen*"—a tribute which is preserved in the Law Reports for future generations: *Re Boulter* (1918, 2 Ch. p. 49). The late Lord Justice STIRLING's reputation as a judge is too well-known to require to be emphasized.

A Scientific Lawyer and Judge.

LORD MOULTON was, perhaps, known to a wider circle than either of his brother mathematicians, though it can hardly be said that he surpassed them in judicial qualities. After a few years of college work—he was attracted by a fellowship to Christ's from St. John's—he came to the Bar, and his scientific attainments—for he soon extended his mathematical knowledge in the direction of physical science—enabled him to specialize in patent cases, and gave him a great advantage over his competitors. In 1885 he took silk, and for the next twenty years was the favourite leading counsel in heavy patent cases, and for part of that period he was in Parliament. In 1906 his legal position—not unaided, perhaps, by his

political services—was recognized by his appointment to the Court of Appeal. By a coincidence, both STIRLING and ROMER resigned from that Court in the same year. In the Court of Appeal MOULTON—he was usually known as FLETCHER MOULTON, L.J.—was a useful judge, and his special qualifications enabled him to deal successfully with cases involving scientific questions. He was, for instance, a member of the Court in *Great Western Railway v. Carpalla China Clay Co.* (1909, 1 Ch. 218), where the nature of a mineral was in question, and in *Butterley Company v. New Hucknall Colliery Company* (1909, 1 Ch. 437), which, by the admission of new evidence as to mineral support and working, revolutionized the law as to subsidence, the decision being in each case affirmed by the House of Lords. In 1912 MOULTON was promoted to that House on the resignation of Lord ROBSON, and entered it at a time when the Land Value Duties gave special scope for his mathematical subtlety. His damaging criticism in the *Lumsden Case* (1914, A.C. p. 916) of the mode of assessing Increment Value Duty no doubt contributed not a little to the decision last year that the duties were past mending. During the war his scientific activities found new scope in the manufacture of explosives, and Lord MOULTON was as valuable in this department as Lord READING was in finance. Lord MOULTON's career was throughout one of great distinction, and was followed with interest by the professional and scientific world, and by a wide circle of friends with affection and esteem.

#### The German Indemnity.

THE AMOUNT of the indemnity which ought to be or which can be exacted from Germany is a question about which difference of opinion exists; indeed, the practice of exacting an indemnity at all was on the decline between the Treaty of Frankfurt of 1871 and the present war, but it has been revived in consequence of the opinion generally held throughout the Allied and Associated States as to the aggressive nature of the present war on the part of Germany. Prudence, however, dictates that whatever payment is to be made shall be made within a comparatively short space of time, so that a state of complete peace can be quickly restored. So long as payments remain outstanding, the question of enforcing them remains, and the burden upon, and consequent irritation of the conquered people continues. Under the Treaty of Frankfurt, France was to complete her payments within three years. In fact, the period was prolonged for a year, and Germany insisted on keeping the army of occupation on French territory until the final discharge; but so good was French credit that there was no difficulty in raising the balance required by loan. It is said that the loan was largely over-subscribed, a considerable part being taken by foreign countries, including Germany herself. The indemnity and its enforcement on that occasion has been a bad precedent against Germany now. Occupation of the ex-enemy's territory is, of course, a recognized mode of enforcing the obligations of a treaty, but it is rather in the nature of peaceful persuasion than of war-like invasion. It may be hoped that the final arrangement will enable the war account to be closed. The action of Great Britain in the matter appears to be quite altruistic, for no one expects British burdens to be lightened by German payments. Perhaps a greater spirit of compromise will develop all round so as to ensure the inauguration of a real peace.

#### Lord Gorell's Matrimonial Causes Bill.

THE MATRIMONIAL Causes Bill which Lord GORELL has introduced into the House of Lords professes to be based on all the recommendations of the Royal Commission over which his father presided in which every member of the Commission was in accord. No doubt that course has been adopted in order to secure an easy passage for the Bill through Parliament, but it is a very unsatisfactory way of dealing with the subject. We do not propose to consider the Bill in any detail at present, but if it is compared with Lord BUCKMASTER's Bill of last year it will be at once seen how much less effective it is to bring the law of divorce into harmony with social requirements. The grounds of divorce are extended by including adultery by either spouse, but no

new grounds—such as continued desertion, cruelty, and incurable insanity—are introduced, and we do not find that there is any provision for turning separation orders into decrees for divorce. The evils of permanent separation orders were forcibly stated by the late Lord GORELL in his well-known judgment in *Dodd v. Dodd* (1906, P., 189, 207), and no measure of reform will be acceptable which, in the late Lord GORELL's own words, does not "abolish permanent separation as distinguished from divorce." The present Bill proposes to confer divorce jurisdiction on Commissioners of Assize, but this has been already done by the Administration of Justice Act, 1920. We have not observed, however, that rules for the exercise of such jurisdiction have been yet made.

#### Separation Orders.

IN REFERENCE to the question of Separation Orders, a correspondent writes: "I do not quite understand why it is that none of the Bills introduced from time to time into either House of Parliament, for the purpose of giving effect, either to the majority or to the minority reports of the late Lord GORELL's Royal Commission on Divorce, ever contain any provision for giving effect to one recommendation of that Commission on which both majority and minority were in accord. A great deal of magisterial and police evidence given before the Commission showed that one grave tendency of the Married Women's (Summary Jurisdiction) Act, 1895, had been to disturb married life and encourage magisterial separation. Many magistrates granted such separations readily to wives who produced some slight evidence of cruelty or neglect to maintain; the result is to destroy marital authority and to produce domestic friction—since wives assume that they will get ready sympathy if they leave their husbands and rush into court. This step once taken, reconciliation is almost impossible. The Commission therefore suggested that, in the first instance, separation orders should be limited in operation to one year, after which the parties should be expected to make another trial of married life, except in extreme cases. Recent tendencies to abuse the system of separation orders are certainly on the increase. At least one London magistrate, Mr. SYMMONS, formerly a strong advocate of women's rights and an ardent supporter of female franchise, has publicly expressed his view that the easy facilities for obtaining such separation orders leads to much misery. It certainly seems desirable that some restriction on the granting of them should be embodied in any reform of the Divorce Laws."

#### Overlooking Statutes.

IN DECEMBER last an appeal by the Glebe Sugar Refining Company against an interlocutor of the First Division of the Court of Session, in favour of the defendants, the Garvel Graving Docks, was argued in the House of Lords (see Weekly Notes, 1921, p. 851) and judgment reserved. While considering their decision Lord ATKINSON discovered that the Harbour, Docks and Piers Act, 1847, which had not been referred to by either side, might have a material bearing on the question for decision. Notice was given the parties that their lordships desired that the appeal should be further argued in order to ascertain whether this was so. Counsel on both sides expressed regret that the Act had escaped their attention. The Lord Chancellor, addressing counsel, said, "I consider the point to be one of considerable importance. It is not possible in the ordinary course for their lordships to be aware of all the authorities, statutory or otherwise, which might be relevant to the issues in any particular case. Their lordships are in the hands of counsel, and those who instruct counsel, and it is the practice of this House to expect, and even to insist, that authorities that bear one way or the other upon matters in debate, shall be brought by counsel to their attention. That is an obligation quite irrespective of whether or not a particular authority assists the party who is aware of it. It has been made quite clear that none of the counsel in this case were aware of the existence of the section in the Harbour Docks and Piers Act, 1847, which appears to be highly relevant, but it is difficult to believe that those who instructed leading counsel were not aware of the existence and

possibly of the importance and relevancy of the section. A similar matter was raised in this House some years ago, and it was then pointed out that the withholding of any authority which might throw light on matters in debate was in effect to convert the House into a debating assembly on legal matters, and to obtain a decision on inadequate material. The extreme impropriety of such a course cannot be made too plain, and the views of their lordships on the point will be reflected in the form of the order." Mr. E. T. HARGRAVES criticises these observations in a letter we print elsewhere, and his criticism should be read in connection with what Lord BIRKENHEAD said. We may add that the variety and sometimes the inconsistencies of statute law, make such omissions not unnatural, and, as we pointed out recently under "*Res Judicate*," the Court of Appeal in *Re Richardson* (1920, 1 Ch. 423) considered that a statute had been overlooked in *Re Croynen* (55 Sol. J., 632).

#### Evidence in Capital Cases.

THE COURT of Criminal Appeal followed its now well-settled practice in *R. v. Charles Tellett* (*Times*, 8th inst.), where it dismissed a murder appeal on the ground that it raised the plea of insanity, an issue which the Home Secretary, with his special facilities for medical investigation, can try much better than any court. What is interesting about the appeal, however, is the light it throws on a danger which constantly arises in murder trials, where the prisoner is a poor man, namely, the danger that the state of his mind may not be inquired into and put in issue at the trial. If the prisoner is in fact insane, he is not likely to put forward that plea. If he is without means, he has not the advantage of the most expert legal and medical assistance; so that it may not occur to anyone to seek a special investigation into his sanity. In the present case, TELLETT was an ex-soldier, who had received four wounds, one in the head, which—it was alleged on affidavit testimony at the appeal—rendered him notoriously insane to all his acquaintances. He was indicted for murdering a woman with whom he lived; but neither at the police-court nor at the trial was any question of his sanity raised. But immediately the verdict of guilty was recorded, all his fellow-workers at Woolwich Arsenal—so ran the new evidence—were thunderstruck; so were the Canadian Army authorities who were well acquainted with the state of his mind on discharge, as he had served with the Canadian contingent. The result was that the Canadian Government took up his case and instructed an appeal to be taken on his behalf in England. The Attorney-General of Ontario sent a telegram detailing the facts known to his Government and asking for a re-trial of TELLETT's case. Since the plea of insanity had not been taken, the court could not entertain an appeal or hear fresh evidence without a departure from its well-settled rule. But they referred the case in a sympathetic spirit for the special consideration of the Home Secretary. Now, as a matter of fact, in a number of recent murder trials affecting wounded ex-service men the same question of sanity has been raised, but the petitions for mercy have usually been refused by the Home Office. In the present case, it is to be hoped, the result will be more favourable to the accused. But surely the present position is very unsatisfactory. Where a prisoner is accused of murder—a crime usually committed, except in the case of a desire for gain, by people of abnormal mentality—the Crown ought to satisfy itself of the prisoner's sanity before the trial, and suggest the raising of that issue in every case of any doubt. Mere observation by the prison doctor, unacquainted with evidence of the prisoner's history and normal conduct, is obviously of very little value. Yet on a mere report by the prison doctor, the prosecution at present seem to take the responsibility of assuming an indicted murderer to be sane.

#### Illegality Founded on Public Policy.

THE RECENT decision of the Court of Appeal in *Dreyfus & Co. v. Atlantic Shipping and Trading Company* (*Times*, 16th inst.), illustrates in an interesting way the growing reaction of the last few years in favour of attaching rather more weight than was

common a decade ago to arguments impeaching some provision in a contract on a novel ground of public policy. In this case the defendants had taken in the Commercial Court a preliminary objection to a suit for breach of a charter-party; they had pleaded that the jurisdiction of the courts was excluded by an arbitration clause in the following sweeping terms:—

All disputes arising out of this contract shall be referred. Any claim must be made in writing and the claimants' arbitrator appointed within three months of final discharge. Where this provision is not complied with, the claim must be deemed to be waived and barred.

Mr. Justice ROWLATT, who was the trial judge in the Commercial Court, had sustained the preliminary objection and had held that the jurisdiction of the court was ousted. But the Court of Appeal, BANKES, WARRINGTON and ATKIN, L.J.J., reversed this decision and refused to enforce the exclusion of all remedies provided for by this clause. They did so quite definitely on the ground that the claim was against public policy. For the clause ousts all relief unless the claimant satisfies two conditions precedent; he must make his claim in writing and he must appoint his arbitrator within three months of the final discharge of the cargo. Many quite excusable reasons may exist for his non-compliance with those conditions precedent and yet the clause debars him from any legal remedy. In fact, the claim is really a penalty or forfeiture clause; the claimant forfeits his right altogether if he has omitted to follow a prescribed procedure, not one enacted by the law of the land or by rule of court, but one invented by one of the contracting parties himself. It is trite law that a penalty of this kind is unenforceable both in law and in equity—at law because, as COKE puts it, no one except the KING can impose penalties and forfeitures on his subjects, and in equity because Equity relieves against a forfeiture. The Court of Appeal, however, preferred to rest their decision on the general ground that such a claim is against public policy, rather than on analogy with the somewhat more restricted principle to which we have just referred.

#### Concurrent Sentences.

A FAMILIAR DIFFICULTY often arising at criminal trials has at last been the subject of authoritative decision by the Court of Criminal Appeal in *Rex v. Arthur Phillips* (*Times*, 8th inst.). It has long been the practice of our judges, where a prisoner is indicted and convicted on a number of separate charges or counts, to pass "concurrent sentences," i.e., to provide that the sentence passed for each offence shall commence at the same date. This, in itself, is simple. But a complication arises when a prisoner, already undergoing sentence or released on ticket-of-leave with an unexpired residue, is convicted and receives sentence for an offence not previously committed or dealt with. *Rex v. Arthur Phillips* (*supra*) illustrates the principle, and incidentally caused the court to enquire into the practice of the Home Office in such cases. Here the prisoner had been sentenced concurrently to five years' penal servitude and twelve months' hard labour. The Court dismissed his appeal against sentence, but made the following statement as to the proper practice that should be adopted by the Prison Authority under the Home Office Rules in such cases. That practice appears to be this: Where two sentences are passed at the same time, the longer sentence alone is carried out; the shorter has no effect unless and until the longer has been quashed or remitted. Where, during the currency of one sentence, another is passed and declared to run concurrently with the first, the new sentence or the remainder of the old sentence, whichever is the longer, will be carried out: again the shorter has no effect. But where a new offence—e.g., an assault on a warder—is committed during service of a longer sentence the Home Secretary will give special directions as to whether or not cumulative effect should be given to the two. Of course, it is always open to the court to pass sentences and expressly declare them consecutive.

#### Mr. Justice Darling as a Poet

MR. JUSTICE DARLING has long been known to the man in the street as a wit, and to the world of letters as the author in earlier years of two delightful "*jeux d'esprit*," namely,



"*Scintillae Juris*" and "Meditations in the Tea-Room." But his production of the new three-stanza ode, "To the Unknown Warrior," has revealed him in a new capacity, that of a poet who can write with dignity and pathos worthy of a great and tragic theme. Some criticism, indeed, had been made of the bold reference to Our Saviour in the third stanza; this is, perhaps, not in the best literary form and to some persons will seem on the verge of the profane; but the effect of the whole poem is generally admitted to be lofty and stirring. In fact, the learned judge has taken upon himself a task which usually falls to the Poet Laureate of the day. What is still more remarkable is that a poem celebrating one of the most moving incidents in a great war should be the work—the first poetic work, we believe—of a judge who is aged seventy and has worn the scarlet and ermine for three-and-twenty long years. It is one of Mr. Justice DARLING's great personal triumphs that he has not only earned the respect of the Bar and the reputation of being an excellent judge, despite his lack of that successful career at the Bar which usually is a condition precedent to high judicial office, but has actually succeeded in winning at one and the same time a high reputation both as the witty author of innumerable "*bons mots*" in court, and as a serious man of affairs. Here he stands alone in the history of the English Bench.

#### Lord Blackburn.

MR. JUSTICE DARLING is probably the only Englishman who ever won a seat on the Bench mainly on the strength of literary attainments and social charm, for although his practice as a junior was not inconsiderable, and he had been a Commissioner on Circuit, it is generally agreed that it was personal merits rather than legal station which won for him his elevation to the Bench. But, curiously enough, in an earlier generation, literary talents of a very different kind won for another very eminent judge a seat on the Bench. LORD BLACKBURN had been a law reporter when selected for a seat in the Common Pleas: the excellence of his reports had attracted unusual attention. As is well known, he gained a great judicial reputation and in due course fought his way up to the House of Lords. Although we are supposed to live in a much more democratic age than that of Lord PALMERSTON, it may be doubted whether it would now be possible to appoint to the Bench a mere law-reporter, however high his standing as such. But, of course, law reporters were a small band of two or three only in BLACKBURN's days; now the number both of reports and of reporters is legion. So far as we know, no reader of the Inns of Court has ever been translated from his academic office to any judicial post, major or minor: here then is an opportunity for some Chancellor to make a new precedent.

### Prescriptive Claims to Legal Office.

A QUESTION of great interest to lawyers and not without instruction for the juristic philosopher has recently been much discussed in the legal and the daily press. We refer to the so-called prescriptive claim of the Attorney-General for the time being to the office of Lord Chief Justice, if and when it falls vacant. Professional opinion seems not unevenly balanced between the two alternative views—that which favours the recognition of the prescription and that which refuses to do so. And, as usual, Mr. SWIFT MACNEILL, in the columns of *The Times*, has summed up the historical evidence on this bone of contention in a manner which leaves little for anyone else to say. What we propose to do is rather to discuss the social origin and meaning of such prescriptive claims, and their place in the history of the Constitution.

The actual history of the claims in question, we believe, is simple, and scarcely open to dispute. Down to 1873 there were in England five judgeships usually considered to be great prizes: the Chanceryship, the Lord Chief Justiceship of England, the Chief Justiceship of the Common Pleas, the Chief Barony of the

Exchequer and the Mastership of the Rolls. When the Common Pleas fell vacant, ancient and inveterate custom gave to the Attorney-General of the day a right to be offered its refusal. He did not always take the appointment, of course. Probably he refused it much more often than he accepted it. For it was only third in the order of the great prizes, and an Attorney-General might prefer to wait in the hope that the Woolsack or the Chief Justiceship of the King's Bench (Lord Chief Justiceship of England) might fall vacant before his term of office was over. True, he could not claim such offices as of right. He had no grievance if they were not offered to him. But, naturally, he would have the biggest chance of being considered for either, and it might be worth his while waiting. A big bird in the bush may be worth more than a small bird in the hand. At any rate, bold spirits will always think so. To the average aspiring barrister who has risen to law office, the lines of MONTROSE must always make the strongest appeal:—

"He either fears his fate too much,  
Or his deserts are small,  
That dares not put it to the touch,  
To gain, or lose, it all."

But if the Attorney-General of the day did ask for the Chief Justiceship of the Common Pleas, it could not be refused him. This does not mean, of course, that he could take proceedings in law to claim it or in equity to enjoin the Premier from offering it to any rival. What it does mean is that there was a legal convention which forbade the Premier to nominate another unless the Attorney-General had refused, and which forbade any other lawyer to accept it if so nominated. In either case, a Premier departing from the convention—so far as we know, none ever did depart—would have been guilty of an act of bad form. And a member of the Bar accepting would have been breaking a trade union practice which might have led to his social ostracism in the ranks of the profession. Indeed, it would have been an affront to pass over an Attorney-General, and such law officer, if so passed over, would have resigned at once as a dignified protest. In other words, there was a social and political sanction too strong to be resisted by any Premier.

But in 1873 the Judicature Act changed all this. The Chief Justiceship of the Common Pleas and the Chief Barony of the Exchequer vanished alike into the limbo of extinct judicial Dodos. The Chief Justiceship of the King's Bench absorbed into itself both offices. At first, some doubt existed as to whether or not the change had destroyed the Attorney-General's claim. Some pundits were inclined to argue that, since the Chief Justiceship of the Common Pleas was now merged in the Lord Chief Justiceship, the Attorney-General had a claim to that great office. But the argument is not sound either in logic or in common sense. And Mr. GLADSTONE, who then was Premier, definitely repudiated it at once. Sir HENRY JAMES, who was Attorney-General, had thought it right to raise the question, although the office was not at the moment vacant, in order that the point might be decided with no disturbing claims of actual persons to warp the minds of those who had to settle the matter. And Mr. GLADSTONE in reply sent him a letter definitely stating that the effect of the Judicature Act was to wipe out this and all similar prescriptive claims. In future, no Attorney-General must feel aggrieved if passed over. The Premier for the time being would be at perfect liberty to grant this office, as he was at liberty to fill any other appointment in his Ministry, in accordance with the claims of the public service, the qualifications of individuals and the exigencies of political and party promotion. From the date of this letter, there can be no question that the prescriptive claim, in its old absolute sense, was gone.

But, of course, it would be idle to deny that the Attorney-General still possesses in practice a very powerful claim to any vacancy occurring on the Bench whilst he is leader of the Bar. Such claim applies not merely to the office of Lord Chief Justice. It applies also to that of Lord Chancellor, or that of Law Lord, or that of Master of the Rolls; in fact, an Attorney-General must clearly be the strongest claimant for any vacant judicial



appointment. It is not necessary, however, to offer him the refusal of the appointment, as it was in the case of the old Common Pleas Chief Justiceship. This distinguishes the present claim from the old prescriptive claim. At present, unless an Attorney-General mentions and presses his claim to a vacant office, his name need not be considered at all. He has no grievance if an appointment is made in such a case without consulting him. If, however, he does ask for the office, then—in our view—he must be regarded as having a conventional claim to the strongest and most favourable consideration. To pass him over when he does apply for the office, either directly or indirectly, must be regarded as an indication that he is not considered suitable: in other words, it is somewhat in the nature of a slight. In such a case a rejected Attorney-General would doubtless feel bound as a matter of personal dignity to tender his resignation. But all this is not a matter of special prescriptive claim. It is simply one of those considerations which arise everywhere in life when a second-in-command is passed over upon the occurrence of a vacancy above him.

In this respect the Attorney-General is in much the same position as the Attorney-General in each of the self-governing Dominions. To pass over an Attorney-General who applies for promotion is a slap in the face. We believe it practically never happens. But the situation is not the same in the Crown Colonies. There an official is not as a rule considered to have any claim at all on promotion until he has filled his present post for five years. And after five years his claim is still void. For he need not be promoted in his own colony at all; he may be sent elsewhere in the Colonial Service. An official from another colony may be appointed to the vacant office. Seniority in the Colonial Service as a whole, must be considered in addition to the claims based on local rank in the colony where the vacancy happens to occur. As a matter of fact, when the office of Chief Justice (the highest judicial office) falls vacant in any Crown Colony, there are at least four ways in which it may be filled up:—

- (1) An appointment may be made from the English or local Bar;
- (2) The Chief Justice in a less important colony may be transferred to fill the vacancy;
- (3) The next senior Puisne Judge may be appointed;
- (4) The Attorney-General may be promoted.

It is quite impossible to say that any one of these methods gets priority. In practice, an Attorney-General has a comparatively minor chance of getting such a vacancy in his own colony. As a compensation, however, other appointments of an administrative nature are open to him. He may become Colonial Secretary or Administrator, or even Governor. Such appointments are not by any means very rare, and may be compared to the case of an English Attorney-General who accepts such an office as that of Home Secretary. Sir JOHN SIMON, it will be remembered, adopted this course in 1915, actually refusing—it is said—the Woolsack.

In Scotland, the position is rather different. The Lord Advocate has not only the functions of Attorney-General, but also, to a large extent, those of Lord Chancellor as well. It is he who nominates for judicial vacancies. It follows that when the office of Lord President or of Lord Justice-General or any judgeship in the Court of Sessions is vacant, he can himself take it, or he can appoint anyone else. But, of course, this cannot be called a "prescriptive claim," for the Lord Advocate is the *Patronus* and not the *Clens*. He gives—in His Majesty's name—the office: he does not ask for it. So that no analogy from Scottish parallels is at all in point.

For killing an eagle, Henry West, gamekeeper to Colonel Arkwright, at Surrenden, Dering, near Pluckley, Kent, has been fined £1 at Ashford on a summons under the Wild Birds Protection Act. It was stated that the bird, a fine specimen of the European sea eagle, was found by West pecking a dead sheep, and when he flew up he shot it. It was afterwards set up as a trophy by Colonel Arkwright.

## The Agriculture Act, 1920.

### II.—Amendment of the Agricultural Holdings Acts.

THE second part of the Act consists of amendments of the Acts of 1908 and 1913. The Act of 1914 is repealed, and it is provided that these Acts and Part II of the present Act may be cited together as the Agricultural Holdings Acts, 1908 to 1920. Similarly, the Corn Production Act, 1917, and Part I of the present Act may be cited as the Corn Production Acts, 1917 and 1920. This splitting up of an Act into two parts and associating each part with a different statute or set of statutes under different names is convenient, though perhaps unusual. The amendments of the Agricultural Holdings Acts relate mainly to compensation for disturbance, compensation for improvements, and the duration of the tenancy, including notices to quit; and there are various miscellaneous matters. We shall, accordingly, consider them under these heads.

(1) *Compensation for Disturbance.*—Compensation for disturbance was first given by the Act of 1908, and the provisions relating to it are contained in s. 11. The compensation was allowed in two cases: (a) where the landlord "without good and sufficient cause, and for reasons inconsistent with good estate management" gave notice to quit, or declined to renew a tenancy; and (b) where a demand was made for an increased rent, the increase in value of the holding being due to the tenant's own improvements. And the amount of compensation—which was additional to compensation for improvements—was measured by "the loss or expense directly attributable to his quitting the holding which the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, or his implements of husbandry, produce, or farm stock, on or used in connection with the holding." But the right to compensation was subject to various qualifications, including provisos that the tenant must within a specified time give notice in writing of his intention to claim compensation, and the claim itself must be made within three months of quitting the holding. By the Agricultural Holdings Act, 1914, this right to compensation for disturbance was extended, irrespective of grounds (a) and (b) above mentioned, to all cases where notice to quit was given—(1) in view of the sale of the holding, or (2) by or at the request of the purchaser of the holding, within a year of the completion of the purchase for any reason other than the wrongful act or default of the tenant. But the object of this Act was attained more effectually by the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919, which made void any notice to quit which was current at the time of sale. Partly, perhaps, for this reason, and also because compensation for disturbance is now given in more general terms, the Act of 1914 has been repealed.

Section 11 of the Act of 1908 is now repealed, and its place is taken by s. 10 of the present Act. This establishes compensation for disturbance on a different footing. It is not based on the impropriety or unreasonableness of the disturbance, as in the Act of 1908, but a tenant whose tenancy is terminated by notice to quit, and who quits in consequence of such notice has a general right to compensation, subject to certain personal disqualifications, namely (a) failure to cultivate according to the rules of good husbandry; (b) failure to pay rent due or to remedy a breach (capable of being remedied) of any term of the tenancy consistent with good husbandry; (c) materially prejudicing the interests of the landlord by breach of such a term which is not capable of being remedied; (d) bankruptcy; (e) refusal to submit the amount of future rent to arbitration; and (f) refusal to execute at the expense of the landlord an agreement setting out the existing terms of the tenancy. The claim to compensation will only arise where the notice to quit has been given after 20th May, 1920—the date of the introduction of the Bill—and the tenancy is terminated by it after the commencement of the Act, namely, 1st January, 1921; and if the landlord relies on any of the above reasons as excluding the right to compensation,

the notice to quit, if given after 1st January, must state such reason or reasons. And a landlord must, on the written application of the tenant, state the reasons of a notice to quit (s-s. (6)). Compensation will not be payable if the landlord has offered in writing to withdraw the notice to quit, and the tenant has unreasonably refused the offer.

The amount of compensation is defined by s-s. (6), and this underwent substantial change in the House of Lords. The following was the sub-section as it left the House of Commons:—

"The compensation payable under this section shall be a sum representing such loss or expense directly attributable to the quitting of the holding as the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, implements of husbandry, fixtures, farm produce or farm stock on or used in connection with the holding, and shall include any expenses reasonably incurred by him in the preparation of his claim for compensation (not being costs of an arbitration to determine the amount of the compensation), and also a sum equal to one year's rent of the holding, or, where the notice to quit is given without good and sufficient cause and for reasons inconsistent with good estate management, such sum, not being less than one year's rent nor more than four years' rent of the holding, as the arbitrator may think proper."

In the Act it has become—

"(6) The compensation payable under this section shall be a sum representing such loss or expense directly attributable to the quitting of the holding as the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, implements of husbandry, fixtures, farm produce or farm stock on or used in connection with the holding, and shall include any expenses reasonably incurred by him in the preparation of his claim for compensation (not being costs of an arbitration to determine the amount of the compensation), but for the avoidance of disputes such sum shall, for the purposes of this Act, be computed at an amount equal to one year's rent of the holding, unless it is proved that the loss and expenses so incurred exceed an amount equal to one year's rent of the holding, in which case the sum recoverable shall be such as represents the whole loss and expenses so incurred up to a maximum amount equal to two years' rent of the holding."

This change appears to have been accepted by the House of Commons in the all-night sitting of 22nd to 23rd December solely in order to save the Bill and enable Parliament to be prorogued before Christmas. It will be seen that in each form of the clause, compensation is based in the first instance on the same items—expense of removal, etc.—as in s. 11 of the Act of 1908; but in the original clause, one year's rent was given in addition, or, where the notice to quit was of the nature referred to in the Act of 1908, anything from one to four years' rent, as the arbitrator might determine. In the Act no such additional sum is given, but one year's rent is fixed as the normal amount for expenses of removal, &c., but this may be increased, on proof of insufficiency, up to two years' rent, but not beyond. The original amendment proposed in the House of Lords was still less favourable to the tenant. It is doubtful whether the sub-section of the Act is to be regarded as a compromise, or only as a temporary makeshift.

Differences as to the grounds which exclude the tenant's right to compensation, and also as to amount, will be referred to arbitration (s-s. (10)), but special provision is made for determining whether the tenant is cultivating the holding according to the rules of good husbandry, and the landlord can apply to the local Agricultural Committee, or, where there is no such committee, to the Minister of Agriculture, for a certificate that the tenant is not so cultivating the holding: but either the landlord or the tenant can appeal from the decision of the committee or the Minister to an arbitrator (s-s. (2)).

So far, compensation is payable only in consequence of actual disturbance by the landlord. But the case may arise of the tenant being dissatisfied with the rent he is paying. In the ordinary course he will give notice to quit and go; but the Act assumes that the preferable mode is to refer the question of the future rent to arbitration, and it puts pressure on the landlord to assent to this. If he refuses, and the tenant in consequence gives notice, stating the refusal as the reason, then compensation for disturbance is to be paid; that is, the case is treated as one of disturbance by the landlord; provided, however, that the tenant is not disqualified under (a), (b) or (c) of s-s. (1) (*supra*).

The disqualification of bankruptcy—(d)—is not mentioned, apparently by an oversight. Sub-section (4) forbids references to arbitration as to increase or reduction of rent at intervals of less than two years, and s-s. (5) directs the arbitrator, in determining rent, to exclude increases in rental value due to improvements by the tenant made without any equivalent allowance by the landlord, and also not to reduce the rental in consequence of dilapidation or deterioration of land or buildings by the tenant. Sub-section (7) places several qualifications on the right to compensation. These are an extension of the similar qualifications attached to the right to compensation under s. 11 of the Act of 1908. Thus, in respect of the sale of goods, implements, fixtures, produce and stock, the tenant must before the sale give the landlord a reasonable opportunity of making a valuation, and he must not less than one month before the termination of the tenancy give notice in writing to the landlord of his intention to claim compensation. But the agreement that the claim shall be made within three months of quitting has been dropped. For the other conditions reference should be made to the Act, and there are some further provisions relating to claims to compensation for disturbance which it is unnecessary to specify here.

(To be continued.)

## The Origin of Trade Unions.

### II. Journeymen's Clubs in the Middle Ages.

IN our last article (*ante*, p. 339) we said that there existed in the Middle Ages three quite distinct bodies which, until the researches of Professor Ashley towards the close of the Nineteenth Century, were usually confused together and called "Gilda." These were (1) the Gild Merchants, (2) the Craft-Gilda, and (3) the Journeymen's Clubs. The first of these consisted of the wealthy merchants and urban landowners who enjoyed the rulership of the town: they were the town "burgesses," i.e., owners of "burgage" tenements, and monopolized the municipal offices. During the period of the Crusades they usually succeeded in purchasing the *Firma Burgensis*, or manorial lordship over the town, by lending money to its feudal Lord—whether the King, an Abbot, or a secular Noble. They were essentially an urban aristocracy, and during the Eleventh, Twelfth and Thirteenth Centuries had to fight a hard battle against the local "Soviets," or unions of "Craft Gilda," in order to maintain their position of authority.

The second class, the Craft-Gilda, consisted of the "small masters," i.e., the independent craftsmen who had completed their period of apprenticeship and acquired civic rights in the town organisation. The craftsmen consisted of masters, journeymen, and apprentices; but in most trades the masters were not more numerous than the journeymen. In fact, the average journeyman, as we shall see, in the ordinary course of events became a master, just as the small shopkeeper's assistant, when he has one, may to-day reasonably hope to start in business by himself as he grows middle aged. The only trades in which the journeymen were at all numerous were those of the weavers in Flanders and clothiers in England. There the domestic factory had practically come into existence already, and the craftsman or master-manufacturer would give out work to a number of journeymen. But such trades were an exception. The Craft-Gilda were democratic and sovietistic in their views, at any rate of town government. Each had its special church, its special dining-hall, and its private tavern. In fact the City Companies and the Inns of Court are the legitimate descendants of mediæval Craft-Gilda in privileged occupations. They still keep up a mode of life not uncommon in even the humblest crafts in the days of Norman and Lancastrian Kings.

The third class were the Journeymen's Clubs. These were associations of journeymen, apprentices, and the sons of the masters. They were not, as a rule, much more numerous than the masters in the Craft-Gilda, nor did they differ much from these in social status—except in the special cases of the Weavers, Clothiers, and similar trades, where large businesses already existed. They existed chiefly for a very peculiar purpose. Every journeyman, on completing his apprenticeship, went out on his travels. This custom, of course, survived in Old Germany down to the middle of the Nineteenth Century, and gives its name to Goethe's "Wander-years" of Wilhelm Meister. During his wander-years the journeyman travelled from town to town and village to village. In the villages he was boarded by the leading families and worked for them, making the necessary articles which they and their neighbours required in his way of trade, and then moving on to pastures new. This form of itinerant craftsmanship, indeed, was the only way in which the rural and manorial population could get the benefit of skilled craftsmanship in the Middle Ages; the manufacture and sale of craftsmen's commodities was unknown outside the larger towns.

In the towns, however, the itinerant journeyman was differently placed. He did not there work directly for the consumers as in the country. He would not have been allowed so to do. He would have been infringing a

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monopoly of the Craft-Gilds and their members, who, of course, had no privileges in the country manors. Until admitted member of a town Craft-Gild, the journeyman could not set up in business for himself. He must hire himself out to a craftsman, in other words, do work for the producer, not the consumer. It was only by acquiring gild-membership that he could set up for himself as a master in any town. Such membership he might acquire in three ways, by the acquisition of a burgage-tenement, by the purchase of gild-membership, and by marrying the daughter of a gildsman who took him into partnership. The latter, indeed, seems to have been the common mode of becoming a small master or independent craftsman. The successful journeyman wandered from town to town until he found a wife; then he settled in the town and set up as a master.

But when the journeyman arrived in a town, he was not for a single moment at liberty to seek employment there of a master-craftsman. He had to report at the local tavern patronized by his "journeyman's club." There the innkeeper was bound to give him bed and board at the expense of the club until work was found for him. The captain of the club was bound to find him work, and the craftsman had to accept any journeyman whom the club sent to them. The journeyman's club could "turn down" any itinerant: if they did so, he had to depart the town. No craftsman could employ him. In fact the journeyman's clubs used this power for their protection in ways which remind us of modern trade unions. Thus in 1563 the Gild-merchant, or town rulers, of Strassburg sent to those of Nuremberg a list of six journeymen who had been fomenters of strife, with a request that it should be shown to their Craft Gilds, who should refuse these men work. At once the Nuremberg authorities replied that the craftsmen (masters) had no power to give or refuse work: the journeymen's clubs did so. Later on, the authorities attempted to restrict this power of the Nuremberg clubs, and the journeymen gave way. Thereupon the Strassburg journeymen rose in arms and "black-listed" Nuremberg. No journeyman was to be admitted to Strassburg from Nuremberg until that town gave way and restored the privilege of the journeymen. And Nuremberg sooner or later had to give way.

The story of these Journeymen's Clubs, interesting as it is, has not yet been told for England, although Professor Ashley has made a beginning of telling it in the second part of his "Economic History," and one or two monographs exist on isolated journeymen's clubs, such as that of the tailors. But it has been told for Germany in Dr. Bruno Schoenlank's epoch-making work entitled "Social Conflicts three centuries ago," published in 1894. The conditions all over Europe were so similar all through the period just before the Renaissance that any feature exhaustively investigated in one country is always paralleled in every other. It is different after the Reformation; then distinctions into Catholic, Lutheran, Calvinist, Anabaptist, showed themselves in widely varying local customs. There is still more variety and absence of analogy after the coming of the Industrial Revolution, because that great Nineteenth Century upheaval has affected nearly every European country in rather a different way from its fellows.

It is true that Dr. Schoenlank's work does not cover precisely the period of the Middle Ages; his records mostly commence towards its close. But they show signs of being survivals of an old archaic system gradually becoming transformed; not signs of being a new movement. Hence they may safely be assumed to be records of mediæval ways, and therefore applicable in England and France not less than in Germany. And, in fact, confirmatory evidence of the existence of similar customs in Mediæval France and England is constantly turning up. It is therefore possible to re-write part of the history of our mediæval towns in the light of these interesting records.

One of the most fascinating chapters in mediæval and early modern history is the effort made by the town authorities to suppress these journeymen's clubs. In the Middle Ages such attempts were rare; where they occurred they seem to have failed. But in the early years of Reformation and Renaissance a persistent effort to break up the journeymen's clubs, to close the taverns where they feasted and lodged the "itinerants," and to restrict their economic privileges was made by many town authorities everywhere. In fact, in Germany and England, the Sixteenth Century is one of tremendous strife in the towns between class and class. During the Middle Ages the townmen stood together against the feudal lords and knights. But by the Sixteenth Century they no longer feared the latter. Hence they could afford to quarrel among themselves.

Three definite parties therefore now appear in the towns. One is the aristocratic party, that of the merchants—the Puritan party of the future. The next is the democratic, more or less Sovietist party, that of the small craftsmen, who correspond to our modern levellers and socialists. The third was the anarchical party of the journeymen, whose modern analogy is the Communist, the Syndicalist and the Bolshevik. A tremendous strife went on between these three classes, until usually the central government destroyed the corporate privileges of the town altogether and often withdrew the charter, appointing civil servants as officers in place of the townsmen's own officials. In that period, the Gilds underwent a new development: but the tracing of this movement must be left for another article.

At Peterborough County Court on Tuesday the Judge decided in the case of Horace Glover, farm labourer, who, with a companion, was killed by lightning while at work, that the fatality did not arise out of Glover's employment.

## Reviews.

### Digest.

**MEWS' DIGEST OF ENGLISH CASE LAW TO 1919**, 21 Vols. Annual Supplement, 1920, containing all the Reported Decisions of the Superior Courts, including a selection from the Scottish and Irish. With a Table of Statutes judicially considered and a collection of Cases followed, distinguished, explained, commented on, overruled or questioned. By AUBREY J. SPENCER, Barrister-at-Law. Sweet & Maxwell, Ltd.; Stevens and Sons, Ltd.

Mews' Digest has been in the hands of the profession for many years, and of its general utility it is unnecessary to speak. Judges decide according to cases, and as a consequence, counsel and solicitors have to spend no small part of their time in hunting for cases appropriate to the matter in hand. For this task, current legal literature furnishes a wide variety of guidance. The most ready resource is a text-book well brought up to date. But to have an up-to-date text-book on all subjects is out of the question, partly because libraries are not big enough, and partly because such text-books as it contains are always getting gradually out of date. To meet this difficulty the annual Supplements to Mews' Digest are a very welcome help, and the prudent lawyer, however much he fancies his knowledge of case law, does not part with the question he is at work on until from "Mews" or some other similar collection of current cases, he has made sure that there is no recent decision to upset or modify his opinion. Hence, while the Annual Supplement hardly calls for review in the ordinary sense, it well deserves an appreciative notice.

### Almanack.

**THE NEW HAZELL ANNUAL AND ALMANACK** for the year 1921. By T. A. INGRAM, M.A., LL.D. Giving the Most Recent and Authoritative Information Concerning the British Empire, the Nations of the World, and all the important Topics of the Day. Together with much Astronomical and other Useful Matter. Thirty-sixth Year of Issue. Henry Frowde; Hodder & Stoughton. 7s. 6d. net.

"Hazell" contains an extraordinarily complete collection of statistics and information relating to this and other countries and is invaluable as a guide to current events. The information, for instance, as to the Houses of Parliament and the Government and Civil Service, should reward the search of any one who has to look up or verify a fact in these connections; and the same thoroughness is carried out in relation to the Overseas Dominions, and, to a less extent, to foreign countries. As regards current events, the reader will find an excellent epitome of Parliament in 1920, of the Peace Treaty Negotiations, and the text of the Covenant of the League of Nations and of Labour's Charter under the League is given. And there is much information, too, of a social and business kind—education art and music, for instance, and banking and insurance. Altogether the work is a very full and satisfactory book of reference for daily and ready use.

### Books of the Week.

**Torts.**—The Law of Torts. By J. F. CLERK and W. H. B. LINDSELL Barristers-at-Law. 7th Edition. By W. WYATT-PAINE, Barrister-at-Law Sweet & Maxwell, Ltd. 45s. net.

**Charterparties and Bills of Lading.**—The contract of affreightment as expressed in Charterparties and Bills of Lading. By Sir THOMAS EDWARD SCRUTTON, one of the Lords Justices of His Majesty's Court of Appeal. 10th Edition. By Sir T. E. SCRUTTON and F. D. MACKINNON, M.A., K.C. Sweet & Maxwell, Ltd. 36s. net.

## An Epitome of Recent Decisions on the Workmen's Compensation Act, 1906.

By H. LANGFORD LEWIS, Barrister-at-Law.

(Cases decided since last Epitome, Vol. 63, p. 154.)

### (5) MISCELLANEOUS DECISIONS.

*Johnston v. Liston & Co.* (Warrington, L.J., Duke, L.J., Atkin, L.J., 9th July, 1919).

**FACTS.**—A youth under the age of 21 years lost his arm by accident. An agreement was made by which the employers paid £300 in satisfaction of all claims under the Act. The agreement was duly recorded, and the money paid into court and invested on behalf of the infant. Shortly afterwards he attained 21 years of age, and applied to have the money paid out to him. The county court judge held that he had a discretion to refuse the application.



**DECISION.**—The judge was wrong. Rule 53 of the rules under the Act ordering a lump sum payable as compensation to any person under legal disability to be paid into court, does not enable the judge to retain the fund in court, after the disability has ceased, and the person has become absolutely entitled to have the fund paid to him. (Case reported 63 Sol. J., 1920; 1 K.B. 99; 88 L.J., K.B. 1152.)

*Stoker v. Wortham* (Swinfen Eady, M.R., Warrington and Duke, L.J.), 24th January, 1919).

**FACTS.**—A temporary cook, engaged for a period of 14 days while the regular cook was away on holiday, met with accident arising out of her employment. She only undertook occasional jobs of a temporary nature, and refused permanent employment. The county court judge found that her employment was of a casual nature, and therefore, that she was not entitled to compensation.

**DECISION.**—The decision was right. The case was one near the line, but all such cases turned on questions of fact. The true rule was laid down by Hamilton, L.J., in *Knight v. Bucknill*, 16 B.W.C.C. 160, and was properly followed. (Reported 63 Sol. J. 245; 1919, 1 K.B. 499; 88 L.J., K.B. 457; 12 B.W.C.C. 34. From note taken in Court.)

*Phillips v. Kershaw, Leese & Co.* (Lord Sterndale, M.R., Atkin, L.J., and Younger, L.J., 10th June, 1920).

**FACTS.**—A workman was killed by accident arising out of his employment and his widow died from heart disease four weeks later. Nearly a year later, proceedings for compensation were taken by the workman's step-daughter as legal personal representative of his widow, and by his daughter, a girl of 13, as a dependant; and also as being entitled to a share of the compensation paid to her mother, both on the footing of partial dependency. The judge awarded £250 in all, apportioned as follows: to the daughter £20, to the step-daughter, as representing the widow, £230. The daughter claimed half of this latter sum as next-of-kin.

**DECISION.**—The case must go back for re-assessment. The judge had omitted to take into consideration the fact that the deceased workman's widow had only survived him by four weeks. Being a case of partial dependency, the exact loss caused to her by the workman's death could easily be computed, and that was all her legal personal representative was entitled to. On the other hand, the sum awarded to the daughter was insufficient as it was based on the theory that she would get half the £230. (Case reported 64 Sol. J. 584; 13 B.W.C.C. 211; 1920 W.C. and Ins. Rep. 189.)

*Frost v. Clanway Colliery Co. (Limited)* (Warrington, L.J., Atkin, L.J., Eve, J., 10th November, 1919).

**FACTS.**—A collier obtained a certificate that he was suffering from miner's nystagmus and disabled from earning full wages as from a certain date. The employers appealed to a medical referee, who allowed the appeal. Upon a further application the same certifying surgeon gave another certificate to the same effect as his former one, and certified the same date for disablement. The county court judge held this certificate was invalid and dismissed the application.

**DECISION.**—The judge was right. The medical referee's decision was final, and the certifying surgeon could not purport to nullify it by giving a new certificate with the same date of disablement which had been negatived by the referee. (Case reported 1920, 1 K.B. 423; 89 L.J., K.B. 355; 12 B.W.C.C. 358; 122 L.T., 298.)

*Meadows v. Ellerman Liners (Limited)* (Lord Sterndale, M.R., Atkin, L.J., Younger, L.J., 26th July 1920).

**FACTS.**—A foreman of dock labourers was frequently engaged in unloading hides and skins from ships. His duties required him sometimes to handle the skins, and to touch ropes, &c., used for shifting them. He was found to be suffering from anthrax four days after a ship containing skins had been so unloaded, and at a time when he would frequently be passing through sheds full of skins. He died shortly afterwards. The county court judge found that the defendants had not proved that the disease was due to the nature of the work in which the workman was employed.

**DECISION.**—The judge was wrong. The word "process" in s. 8 (2) of the Act must be read in a wide sense, and refers to the general nature of the work, and not only to the particular job the workman was engaged in at the date of disablement. The onus was upon the employers, and they had not discharged it. (Case reported 13 B.W.C.C. 227; 1920, W.C. and Ins. Rep. 207.)

*Goode v. Sentinel Wagon Works (Limited)* (Lord Sterndale, M.R., Warrington, L.J., Younger, L.J., 20th February, 1920).

**FACTS.**—A workman who had been injured by accident was being paid £1, plus 5s. "war addition" weekly, and applied to record a memorandum of an agreement stating that the respondents agreed to pay and he to accept 25s. per week during total incapacity. The respondents objected that no such agreement had been entered into by them. The workman then withdrew the application to record, and filed a request for arbitration. The respondents then objected that no question had arisen. The county court judge held that a question had arisen and awarded the workman £1 a week.

**DECISION.**—The judge was right. The workman had not, on the evidence, been offered the agreement that he was entitled to have, therefore there was a dispute, although a trivial one, between the parties and jurisdiction to make an award. (Reported 1920, W.C. and Ins. Rep. 8; 13 B.W.C.C. 12.)

*Mackay v. Owners of s.s. "Cramond"* (Lord Sterndale, M.R., Warrington, L.J., Younger, L.J., 3rd June 1920).

**FACTS.**—A licensed dock pilot claimed compensation for injury by accident. He belonged to an association of men who pooled and divided their earnings on duties in which they worked by turns. The county court judge held that it was not part of the applicant's duty to do any manual work, and as at the time of the accident he was receiving payment at a rate exceeding £250 a year, i.e., £8 a week, he was not a workman within the Act.

**DECISION.**—The judge was wrong in excluding the man. He had only worked as a dock pilot for a very short time, and there was no evidence that he would always earn £8 a week, or that in any one year he would necessarily earn £250. This limit does not refer to the workman's possible total earnings from all sources, but only to his earnings in respect of his contract of service with the employer from whom he claims compensation. (Case reported 13 B.W.C.C. 99; 1920, W.C. and Ins. Rep. 219.)

*Ashroby v. S.S. City of Edinburgh* (C.A.: Warrington, L.J., Atkin, L.J., Eve, J., 31st October, 1919).

**FACTS.**—A seaman seriously injured by accident on board his ship was taken to the hospital, and for a considerable time was maintained and paid full wages under the Merchant Shipping Act, 1906, s. 34. On coming out of the hospital he claimed compensation as being permanently incapacitated. The judge made a declaration of liability.

**DECISION.**—He was not entitled to receive any weekly payment under the Act, so long as he was being maintained and paid under the Merchant Shipping Act. But as that state of things would one day end, his right to compensation was not abrogated but only suspended, and he was therefore entitled to a declaration, though neither side had applied for it. (From note taken in Court. Reported, 1920, 1 K.B. 301, 80 L.J.K.B. 99, 12 B.W.C.C. 387.)

*Smith v. S.S. Glendalough* (C.A.: Warrington, L.J., Atkin, L.J., Eve, J., 30th October, 1919).

**FACTS.**—A boy of 15 helped his father as a boatman, his services being estimated by his father as being worth £2 or more a week. He did not pay him wages, but maintained him and estimated each week what he had earned and gave him any surplus over £2 as pocket money. The boy was afterwards drowned at sea, when earning £3 a week. The county court judge found that the father was a partial dependant and awarded him £156.

**DECISION.**—There was ample evidence to support the finding of dependency. (Reported 12 B.W.C.C. 380; 1919, W.C. & Ins. Rep. 365.)

(To be continued.)

## Correspondence.

### Glebe Sugar v. Trustees of Greenock.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—I have read the report of this case in the "Weekly Notes" for the 5th instant, and as the case is asterisked it will not be reported at length.

As I have been admitted over 40 years I have ceased to be surprised at any judicial utterances, but I have never read such a statement as that of the Lord Chancellor with regard to the position of solicitors instructing counsel on appeals to the House of Lords.

Apparently, though it is not possible (why not is not shown by the Lord Chancellor) for their Lordships to be aware of all the authorities, statutory or other, which may be relevant to the decision of a particular case, it is the duty of those instructing counsel to be aware of the authorities and to bring them to the attention of the House. Counsel are apparently at liberty to take briefs that they cannot attend to, and are to be excused as their absence of knowledge is extremely intelligible, and the counsel in this case are acquitted of personal responsibility for not reading a public statute incorporated in the private Act which was to be interpreted.

Knowing the extreme amplitude of the papers put before the House on an appeal, there is no doubt that their Lordships who heard the appeal had it brought to their notice that the Act of 1847 was material, and each of their Lordships had an opportunity of reading the Act and going to the hearing of the appeal with its provisions fresh in their memories. Why then did not they all read the Act and know its relevant provisions?

Apparently the appeal was heard in December last and judgment was reserved without any adequate reference to the 1847 Act, and only one Lord took the trouble to read the Act after the case had been argued.

The position appears to be that the House of Lords requires solicitors to see that counsel have the relevant authorities, statutory and otherwise, put before them, and counsel apparently may rely on the solicitors and the

Law Lords on counsel. That is, that the people who are remunerated most are to be exempt from responsibility, and those who get least are to do the work and take the responsibility.

I should like to know in what way the views of their Lordships were reflected in the order they made. Did they order a return by counsel of their fees or say the solicitors should be disallowed profit costs?

As a young man, I was told by leading counsel that I must accept his opinion, and not question it, although I knew he was wrong, and afterwards convinced him that he was. I have sat tongue-tied on the Court of Appeal on a registration case where neither the Judges, nor my own counsel, nor the counsel against me, knew the law nor the relevant authorities, but I certainly didn't know that it was my duty to teach counsel as he went along, and that particular counsel would have been fairly offensive had I tried to do so.

I have on taxation had part of a brief struck off by the Taxing Master on the ground that it was not part of my duty to cite cases and statements to counsel, and I have been told by several counsel that they never read such parts of a brief.

I conclude, after the ruling of the Lord Chancellor, that when I prepare a brief it is my duty to get up all the statute law and the case law too, lest a Judge shall on reserving judgment find that Sir Blank Dash, who may have been required by my client to represent him, has had so many engagements that he has not had the time to qualify himself for the conduct of the case.

If this be indeed the law, and the statement by the Lord Chancellor be not *obiter*, the Law Society ought to take the matter up at once and promote legislation to protect solicitors.

I do not want to be afraid of my opinion or ask you to take any responsibility by letting me be anonymous.

E. T. HARGRAVES.

80, Coleman Street, London, E.C.2.

9th March.

## CASES OF THE WEEK.

### House of Lords.

**LUCAS-TOOTH (by her Guardian ad litem) v. LUCAS TOOTH and Others.** 10th December and 4th March.

**WILL—CONSTRUCTION—MEANING OF WORDS "HEIR TO THE BARONETCY AT PRESENT HELD BY"—GIFTS OF PERSONALTY TO A CLASS FOLLOWING GIFTS TO OTHER PERSONS.**

D, the second son of Sir Robert Lucas Tooth, the then holder of the baronetcy, made his will in August, 1914, which contained this clause: "Any stocks and shares that I die possessed of to be equally divided between my two brothers S and A to be held for their life-time only and then to pass to the baronetcy at present held by Sir Robert Lucas Tooth, or failing an heir to the eldest daughter of S, failing which to the eldest daughter of A." D died in action in September, 1914; S was killed in October, 1914; Sir Robert died in 1915 and A, who succeeded to the title, died of wounds in 1916 and the baronetcy became extinct.

The appellant, the daughter of S, claimed that in the events which had happened it was the intention of the testator that this property should pass to her. The Courts below decided against her claim on the ground that, in the absence of words in the will to the contrary, the principle of law that property given by will should vest at the earliest possible moment applied, and the gift therefore became vested at the earliest moment that the heir to the baronetcy was ascertained, namely, on the death of Sir Robert, absolutely in A.

Held (Lord Atkinson dissenting), that where the intention of the testator is to benefit a particular person in the event of the original gift failing, and the canon of construction relied on by the Courts below would produce consequences contrary to that intention, effect should be given to the wishes of the testator. Accordingly the appeal was allowed and the appellant held entitled to the property.

Judgment of Thesiger, L.J., in *Mortimer v. Slater* (7 Ch. D. 329) affirmed *sub nom. Mortimer v. Mortimer* (4 App. Cas. 448) considered.

*Hutchinson v. National Refuges* (64 Sol. J., 496; 1920, A.C. 794) applied.

Appeal by one of the defendants from an order of the Court of Appeal affirming an order of Sargant, J., on the hearing of an originating summons taken out for the purpose of determining certain points of difficulty arising in connection with the estate of Douglas Keith Lucas Lucas-Tooth, who was killed in action on the 14th September, 1914. The testator's father, Sir Robert Lucas-Tooth was the first baronet, and he had three sons, Selwyn, who was the eldest, the testator, who was the second, and Archibald, who was the youngest. The testator executed his will on the 15th August, 1914. Sir Robert was then alive, and so were all his three sons, all three of whom were in the Army. Selwyn was married and had one daughter, the present appellant. Douglas, who never married, and Archibald, who subsequently married and had two daughters. All the three brothers were killed in the war. The testator died first. Shortly afterwards Selwyn was killed in October, 1914. Sir Robert died on the 19th February, 1915, and was succeeded by Archibald as second baronet. The latter married in January, 1916, and died on the 12th July, 1916, as the result of wounds, and the baronetcy became extinct. The testator therefore, when he made his will, was the second of three sons of a living baronet. Two clauses of his will gave right to this litigation. He bequeathed by clause 1 his estate of Woolumba to his brother Selwyn for his lifetime, after which the estate was to pass to the successor to the title of baronet, at present held by Sir Robert

Lucas-Tooth, or failing any such successor, to the eldest daughter of Selwyn or her heirs failing such daughter to the eldest daughter of Archibald. By clause 6 any stocks and shares he possessed were to be equally divided between his two brothers Selwyn and Archibald to be held for their life-time only, and then to pass to the baronetcy then held by his father, Sir Robert, or failing an heir, to the eldest daughter of Selwyn, failing which to the eldest daughter of Archibald. The issue turned upon the construction of clause 6 and its application to the events which had happened. Sargant, J., held that Archibald on the death of his father became absolutely entitled to these shares, and his decision was upheld by the Court of Appeal. The daughter of Selwyn appealed. After consideration their Lordships (Lord Atkinson, *diss.*) allowed the appeal.

Lord BIRKENHEAD, L.C., after stating the facts, said the reasoning upon which the judgments of the courts below were based, was that in the absence of words in a will to the contrary there was a principle of law that property given by will should vest at the earliest possible moment, and the gift therefore became vested at the earliest moment that the heir to the Lucas Tooth baronetcy was ascertained, namely, on the death of Sir Robert. The result of that would be to vest the property absolutely in the second baronet, and reliance was placed on *Thesiger, L.J.'s* judgment in *Mortimer v. Slater* (7 Ch. D. 329), affirmed in the House *sub nom. Mortimer v. Mortimer* (4 App. Cas. 448). The principles of construction applicable to gifts of personalty to a clause following a gift to other persons were dealt with fully in *Hutchinson v. National Refuges, &c., for Children* (64 Sol. J. 496; 1920, A.C. 794), and he thought there was no distinction in principle in this respect between a bequest of personalty to next-of-kin and a devise of realty to the heir-at-law although cases of the latter class could not arise until such a devise was made effective. In approaching a problem of this kind it was important never to lose sight of the true principle of construction in such cases—that it was the duty of the court to discover the meaning of the words used by the testator, and from them and the surrounding circumstances to ascertain his intention. Unless that was done, there was a grave danger that the canons of construction would be applied without due regard to the testator's intention, tending thereby to ascertain his wishes by rules which in the particular case might produce consequences contrary to that intention. Here it was clear that the testator's primary object was to benefit his brothers while they were alive, and when that was accomplished to benefit the holder of the baronetcy, if there was one. He could not but conclude, looking to the will as a whole, that it was his intention to find the beneficiary at the date when the gift to his brothers had ceased to be effective, and that by the words "the heir to the baronetcy" he did not mean or intend the person who should succeed on the death of Sir Robert, but that person, whoever he might be, who should be the holder for the time being of the baronetcy held by Sir Robert at the date of the will. If there were no such person then the daughter of Selwyn was to be preferred, as he made it clear in the latter part of the clause. The interpretation placed upon the clause by the courts below defeated that intention. On the death of Sir Archibald there was no baronetcy to endow or maintain, and in that event, which was a possibility contemplated by the testator, it was his clear intention that the appellant should have the property in question. The appeal would be allowed.

Lord ATKINSON was for dismissing the appeal.

Lords FINLAY, DUNEDIN and SHAW agreed with the Lord Chancellor, and the appeal was accordingly allowed.—COUNSEL for the appellant: *Maugham, K.C.*, and *Bryan Farrer*; for the respondents: *Galbraith, K.C.*, and *F. R. Morton*. SOLICITORS, *Lee & Pembertons; Thompsons, Quarrell & Jones; and Collyer, Bristow & Co.*, for the various respondents.

[Reported by ESKINE REID, Barrister-at-Law.]

## Court of Appeal.

**CAPE BRANDY SYNDICATE v. INLAND REVENUE COMMISSIONERS.**

No. 1. 10th and 11th February.

**REVENUE—EXCESS PROFITS DUTY—TRADE OR BUSINESS—SINGLE SPECULATIVE TRANSACTION—NO BUSINESS PREVIOUS TO WAR—PRE-WAR STANDARD OF EXCESS—PERCENTAGE STANDARD—LIABILITY—FINANCE (No. 2) ACT, 1915 (5 & 6 Geo. V, c. 89), Part III—FINANCE ACT, 1916 (6 & 7 Geo. V, c. 24), s. 43—FINANCE ACT, 1920 (10 & 11 Geo. V, c. 18), ss. 44, 45.**

The appellants, being members of three firms engaged in the wine trade in March, 1916, formed a syndicate amongst themselves, and purchased a quantity of brandy from the Cape Government, shipped it to England, blended it and re-sold it. They were assessed to excess profits duty upon the profits of the transaction.

Held, that the appellants had carried on a business which was liable to excess profits duty, although it had no pre-war existence.

The words "where there has not been one pre-war trade year" in paragraph 4 of Schedule IV, Part II, of the Finance (No. 2) Act, 1915, include all cases where no pre-war business has been carried on at all. In those cases the Act substitutes the percentage standard for the pre-war standard of profits. All the Finance Acts from 1915 onwards imposing excess profits duty are to be read together as one Act.

Decision of Rowlatt, J., affirmed, but on different grounds.

Appeal from a decision of Rowlatt, J. (reported 1921, 1 K.B. 64), affirming a decision of the Special Commissioners under the Income Tax Act. The



appellants, Messrs. Norris, White & Browning, appealed against assessments to excess profits duty in the sums of £5,281, for the accounting period from 11th March, 1916, to 31st December, 1916, and £4,532 for the period from 1st January, 1917, to 17th September, 1917, under the Finance (No. 2) Act, 1915. The appellants were members of three different firms of wine and spirit merchants, and they formed a syndicate for the purpose of purchasing and re-selling a quantity of brandy, which the appellant Norris heard the Cape Colony Government had for disposal at a cheap rate. The transaction was treated as one entirely apart from the business carried on by the firms of which the appellants were members. They purchased 100, 1,500 and 1,500 casks of brandy on different dates in March and April, 1916, and shipped the bulk of it to London by degrees. On arrival in London the Cape brandy was blended with French brandy, and the blend was sold as "old vatted brandy," on behalf of the appellants by the three firms to which they belonged. There were about 100 transactions of sale altogether between 1st July, 1916, and 17th September, 1917, by which date the whole quantity had been sold. The firms supplied the necessary casks, and paid dock charges and other expenses, and charged them to the appellants. None of the appellants had before or since engaged in a similar transaction. The appellants contended that they were not liable to pay excess profits duty upon the sale of this brandy, on the grounds (a) that this was not a business, but that the profits were capital profits made on the realisation of a speculative investment; (b) that if the profits arose from a trade or business, such trade or business did not commence until the year 1916, and that any profits arising from a business commencing after 4th August, 1914, were not chargeable to excess profits duty, as there could be no pre-war standard of comparison. There was no dispute as to the accuracy of the figures, if the liability were established. The Special Commissioners were of opinion that the profits arose from a business carried on by the appellants during the accounting periods for which the assessments were made, and that excess profits duty was chargeable in respect thereof.

ROWLATT, J., held that the appellants were liable, on the ground that, although post-war businesses were not originally included in the Finance (No. 2) Act, 1915, they were brought into the Act by the Finance Act, 1916, and that the two Acts were to be read together. The appellants appealed.

THE COURT dismissed the appeal.

LORD STERNDAL, M.R., said that two points were raised by the appeal: the first a question of fact, viz., whether the appellants were carrying on a business in the accounting periods, and, secondly, whether, assuming they were carrying on business, they were liable to be charged with excess profits duty. The first question was only material with regard to the facts of that particular case. The second question, however, was of far-reaching importance, because if the appellants could succeed in their contentions, no persons who first began to carry on business after 4th August, 1914, could be charged with excess profits duty at all. [Having stated the facts, his lordship proceeded.] The first question was one simply of fact. The Commissioners had found that the appellants were carrying on a business, and the contrary was not argued in that Court. They were carrying on a business which was not begun until after the commencement of the war. The second question depended on the construction of the Finance Acts, 1915, and subsequent years. The appellants contended that there was no power to charge excess profits duty upon the profits of any business commenced after 4th August, 1914. By the Finance (No. 2) Act, 1915, s. 38, s.s. (1), "There shall be charged, levied, and paid on the amount by which the profits arising from any trade or business to which this part of this Act applies, in any accounting period which ended after 4th August, 1914, and before 1st July, 1915, exceeded by more than £200, the pre-war standard of profits as defined for the purposes of this part of this Act, a duty (in this Act referred to as 'excess profits duty') of an amount equal to 50 per cent. of that excess." Sub-section (2) provided for the manner in which the accounting period was to be made up. There were two accounting periods in the present case. Neither of them came directly under the Act of 1915, but the first (August, 1916—August, 1917) came under the Act of 1916, and the second (August, 1917—August, 1918) under the 1917 Act. Section 39 of the Act of 1915 provided that the Act was to apply to all trades or businesses (whether continuously carried on or not) of any description carried on in the United Kingdom, or elsewhere by persons resident in the United Kingdom, with certain exceptions which did not apply to the present case. By s. 40, s.s. (2): "The pre-war standard of profits for the purposes of this part of this Act shall . . . be taken to be the amount of the profits arising from the trade or business on the average of any two of the three last pre-war trade years, to be selected by the taxpayer (in this part of this Act referred to as the profits standard): Provided that if it is shown to the satisfaction of the Commissioners of Inland Revenue that that amount was less than the percentage standard as hereinafter defined, the pre-war standard of profits shall be taken to be the percentage standard. The percentage standard shall, for the purposes of this part of this Act, be taken to be an amount equal to the statutory percentage on the capital of the trade or business as existing at the end of the last pre-war trade year. . . . The provisions contained in the second part of the Fourth Schedule to this Act shall have effect with respect to the computation of the profits of a pre-war trade year . . ." It was said that Schedule IV, Part II, contemplated an "excess profit," i.e., a profit amounting to an excess over a "pre-war standard," and if there was not something in the definition of "pre-war standard" to make it include other than pre-war businesses, there was no standard of comparison at all. The important parts of Schedule IV, Part II, were the heading "A Pre-War Standard," and the

fourth paragraph. The first two clauses of that paragraph could not apply here. The third clause was as follows: ". . . Where there has not been one pre-war trade year, the pre-war standard of profits shall be taken to be the statutory percentage on the average amount of capital employed in the trade or business during the accounting period." That was the only clause that could apply. The argument for the appellants came to this: Reading that with the previous part of the clause, the words referred only to a period of less than one pre-war trade year. If so read it would be very difficult to bring a business like the present within the Act. For, unless there could be found charging sections in the subsequent Acts, there was no charge except in that one Act of 1915. The Commissioners' argument was that the words "where there has not been one pre-war trade year" was meant to include the cases where there had been no pre-war period of business at all. Rowlatt, J., had rejected that contention, and decided the case on another ground, but, for reasons which he (his lordship) proposed to give, he did not think it necessary to decide the case on that ground. The sections might have been drawn much more clearly so that the taxpayer would know readily whether he was being taxed or not, but they were not so worded. The Finance Act, 1916, which extended the operation of excess profits duty, contained this provision (s. 45): "In the case of trades or businesses commencing after the fourth day of August, 1914, the rate of duty shall be sixty per cent. of the excess in respect of any accounting period ending after the fourth day of August, 1914 . . ." The curious result of this provision, taken with the rest of the sub-section, was that there might be one accounting period in which the old business would be paying 50 per cent. and the new business 60 per cent. It also showed that the framers of the Act of 1916 were of the opinion that the Act of 1915 did include new businesses. Passing over, for a moment, the question whether this was a charging section or not, in 1917 the excess profits duty was extended by the Finance Act to a later accounting period, and by s. 38 it provided that Part III of that Act should be construed together with Part II of the Finance (No. 2) Act, 1915. There were subsequent Acts extending the duty to later accounting periods. By the Finance Act, 1920, Part IV, s. 44 (3), it was provided: "In the case of any trade or business which is owned or carried on by any person who has served during the war as a member of any of the Naval or Military Forces of the Crown, or of the Air Force, or in the service of a naval or military character in connection with the war for which payment was made out of money provided by Parliament, or in any work abroad of the British Red Cross Society or the Order of St. John of Jerusalem, or any other body with similar objects, and which has been commenced by that person for the first time, or, having been wholly discontinued by him during the war or some part of the war, was recommenced by him after his demobilization or discharge, s.s. (1) of s. 38 of the principal Act shall have effect as though '£500' were substituted for '£200'." Obviously the last Act contemplated that businesses commenced since the war were liable to excess profits duty, and that all profits made therein over £200 would be liable to duty, but for the privilege conferred by that Act upon those who had served in the war . . . who were only liable on profits exceeding £500. Section 45 of that Act also spoke of businesses which had "no pre-war trade year." It was clearly established by *Attorney-General v. Clarkson* ([1900] 1 Q.B., 156, 165) that subsequent legislation might be looked at to ascertain the true construction, where the earlier Act was ambiguous, though it could not alter its true construction if that was reasonably clear. Taking the Act of 1915, the words relied on so strongly to show that post-war businesses were not included were the words "where there has not been one pre-war trade year." His lordship could not say that those words were not capable of two different constructions. It was quite possible that the Acts of 1915 and 1916 both assumed that the Act of 1915 applied to post-war businesses. That was the view of Rowlatt, J. ([1921] 1 K.B., at p. 72). That would dispose of the case, but for one point. It was said that that decision must be wrong as to the second accounting period, because that was governed by the Act of 1917, which did not refer to the Act of 1916, only to the Act of 1915, with which it was to be read. Again he (his lordship) could see no reason whatever why the framers of that legislation should have gone out of their way to omit reference to the Act of 1916 in the next year's Act, but it did not really make any difference. By s. 51 of the Act of 1920 it was provided as follows: "In this part of this Act references to the principal Act, or to any provisions of that Act, shall be construed as references to that Act, or those provisions as amended and extended by any subsequent enactment." When by the Act of 1916 the Acts of 1915 and 1916 were to be construed together, the Act of 1917, though referring only to the Act of 1915, necessarily included in its reference the Act of 1916. The appeal therefore would be dismissed. His lordship added that in his opinion the section of the Act of 1916 which extended the operation of excess profits duty was also a charging section.

SCRUTTON, L.J., and YOUNGER, L.J., delivered judgment to the same effect, the former holding that the appellants' business was first charged by the Act of 1916, and that the charging section of the Act of 1915 did not affect the present case.—COUNSEL, *Hon. Sir W. Finlay, K.C., and Bremner; Sir Ernest Pollock, S.G., and R. P. Hills. SOLICITORS, Mackrell & Ward; Solicitor of Inland Revenue.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Mr. Justice Coleridge is the Judge at the March sessions of the Central Criminal Court, which were opened by the Lord Mayor at the Sessions House, Old Bailey, on Tuesday.



## High Court—Chancery Division.

### THE IDEAL FILM RENTING CO. v. NIELSEN. Eve, J. 21st February.

LANDLORD AND TENANT—COVENANT BY LESSEE NOT TO ASSIGN WITHOUT CONSENT—COVENANT BY LESSOR NOT TO WITHHOLD HIS CONSENT UNREASONABLY—ASSIGNMENT WITHOUT CONSENT—UNREASONABLENESS.

Where there is a covenant by a lessee not to assign without the consent of the lessor and a cross-covenant by the lessor not to withhold his consent unreasonably and the lessor withholds his consent unreasonably, the lessee can assign without consent and without breach of covenant or liability.

The fact that the proposed assignee is a new company about to embark on a new and more or less speculative business is not a reasonable ground for withholding consent.

This was an action for a declaration that on the true construction of two underleases of premises in Wardour Street, and in the events which had happened, the plaintiffs were entitled to assign the premises to the Ideal Films Limited without any consent on the part of the defendant or breach of covenant or liability to forfeiture. There were two covenants in the underleases, one by the lessees not to assign the premises without the consent of the lessor, and the other a cross-covenant by the lessor not to withhold his consent to any such assignment unreasonably. The lessees proposed to assign the premises to a new company which was about to embark in a different class of business to that previously carried on by the lessees and which might or might not be successful. The defendant Nielsen was called as a witness and said that he was a Danish subject, and he thought that if the new company was to be a film-producing company it would be a speculative business and that he ought to hesitate before consenting to the proposed assignment. For the defendant it was contended that the action was in form misconceived, that the defendant was not unreasonable in refusing his consent, and that it must be shown that there was some damage which had not been done. The cases of *Treloar v. Bigge* (L.R. 9, Ex. 151) and *Barrow v. Isaacs* (1891, 1 K.B. 417) were (*inter alia*) referred to.

EVE, J., said that the first question was whether the two covenants amounted to separate absolute covenants, or whether the first covenant was qualified by the second. It was established beyond controversy that if the first covenant was qualified by a proviso that the consent of the lessor should not be unreasonably withheld, that did not amount to a covenant by the lessor that he would not unreasonably withhold his consent, and in the absence of an express covenant by him to that effect, no action for damages would lie against him for so unreasonably withholding his consent. But in such case the lessee was not left without a remedy, because he could then assign without any consent and without liability. In the present case they had a qualifying element introduced as an express covenant by the lessor not to withhold his consent unreasonably. Did that put the lessee in a worse position than if the covenant were otherwise qualified? His Lordship did not think that it did. He thought that it operated to give the lessee a further remedy against the lessor. On the true construction of the underleases the plaintiffs were entitled to relief and were in a position if consent were withheld, to assign without further consent or licence of the landlord. Then came the question of substance, whether the consent of the defendant had been unreasonably withheld. Looking at the evidence, the refusal was based upon two grounds: first, that there was a new company which might or might not be successful, and secondly, that it proposed to embark in a different class of business. But these points had been explained by the liquidator and the solicitor to the companies, and the Court had been invited to make further inquiries if not satisfied. The defendant had given his evidence with perfect frankness, but he had taken up an unreasonable position. In these circumstances, the refusal to consent was unreasonable and therefore in view of the construction put upon the covenant, the plaintiffs were entitled to the declaration asked for. It was not a case for the infliction of damages, but the defendant must pay the costs of the action.—COUNSEL: Clayton, K.C., and G. G. Solomon; Gover, K.C., and Ramsbotham. SOLICITORS: A. G. Joseph; Turner & McCandlish.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

### In re WINFREY and CHATTERTON'S AGREEMENT: CHATTERTON v. EVISON. Sargant, J. 11th and 16th February.

LANDLORD AND TENANT—COVENANT NOT TO ASSIGN WITHOUT CONSENT—CONSENT NOT TO BE UNREASONABLY WITHHELD—ALLEGED VERBAL AGREEMENT TO ASSIGN TO LANDLORD—CONSENT TO ASSIGN TO ANOTHER REFUSED.

It is not a good reason for refusal of a licensee to assign an agreement of tenancy either that the landlord desires to obtain possession for himself, or that he has been negotiating to purchase the residue of the term from the tenant.

Bates v. Donaldson (1896, 2 Q.B. 241) applied.

This was a summons asking for a declaration that the defendant had unreasonably withheld her consent to an assignment by the tenant to a person who was admittedly a respectable and responsible person. The facts were as follows. The plaintiff was lessee of a house under a tenancy agreement made in April 1919, for a term of three years. The agreement contained a proviso that the tenant should not assign, underlet or part with the possession of the premises without the consent of the landlord, such consent not to be unreasonably withheld in the case of a respectable and

responsible tenant. In February, 1920, the landlord sold the freehold of the premises to the defendant, and the plaintiff became the tenant of the defendant. The defendant alleged that a verbal agreement had been made at this time by the plaintiff with him that the remainder of the term of three years should be assigned to him (the defendant), the plaintiff said that there were only negotiations. In June, 1920, the plaintiff agreed to sell the residue of her term to another person, who was admittedly respectable and responsible. The defendant refused to consent to the assignment and it was contended on his behalf, that the question of whether the consent was unreasonably withheld was not to be determined only under the tenancy agreement itself, but any other relevant contract between the same parties affecting their interests in the same property must be considered, and that in the circumstances of this case the tenant was by her conduct estopped from getting the licence, the landlord being willing to purchase the residue of the term on exactly the same terms as the proposed assignee.

SARGANT, J., after stating the facts said: The circumstances in this case are very like those in the case of *Bates v. Donaldson* (*supra*), where the licence was withheld because the landlord desired to obtain possession himself and it was held that that was not a good reason for a refusal of a licence to assign. Here the defendant alleges a verbal agreement to sell to him, but that is denied, and my experience is that in such a conflict of evidence the matter usually is found not to have passed beyond negotiations. The defendant is trying here to use his position as landlord to strengthen and enforce his position as purchaser, but in my judgment he is not so entitled to use his power, but only to secure to himself his proper rights by having a satisfactory tenant. Therefore, there must be a declaration that the consent of the landlord has been unreasonably withheld.—COUNSEL: Wilfred M. Hunt; F. K. Archer. SOLICITORS: Withers, Benson, Currie, Williams & Co., for Metcalfe & Copeman, Wisbech; Field, Roscoe & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

### In re WEST: DENTON v. WEST and Others. Astbury, J. 16th February.

SETTLEMENT—HOTCHPOT—LIFE INTEREST IN THE ENTIRETY—REVERSIONARY LIFE INTEREST IN MOIETY—VALUATION FOR HOTCHPOT.

An appointment of a life interest in the entirety of the settlement funds under a power in a settlement containing the usual hotchpot clause is an appointment of a part or share of the fund, and must be brought into hotchpot. Such an appointment of the entirety does not constitute a contrary intention exempting from the operation of the hotchpot clause under the words of the clause "in default of appointment to the contrary."

A person having a reversionary life interest, whether contingent or vested subject to defeasance which does not in fact fall into possession, does not "take" any part of the trust premises within the meaning of the hotchpot clause.

In re Kelly (1910, 1 Ch. 78) applied.

Actuarial valuations of the amount to be brought into hotchpot may be made, but must be made on actual and not on hypothetical events.

Wheeler v. Humphreys (1898, A.C. 506).

This was a summons to determine whether certain interests ought to be brought into hotchpot, and how they ought to be valued. The facts were as follows. In 1865 certain funds were settled by a voluntary settlement in trust for a mother for her life, and after her death in trust for four of her children, William, Georgiana, Florence and Theresa, or their issue as she should appoint, and in default of appointment in trust to raise and pay £1,000 apiece to Georgiana, Florence and Theresa, and as to the residue in trust for William absolutely. There was the usual hotchpot clause, which provided that no one of the four named children who or whose issue should "take any part" of the trust premises under any appointment should "in default of appointment to the contrary" be entitled "to any share in or to any sum of money receivable out of the unappointed part" without bringing the appointed "share or shares" into hotchpot. In 1873 the mother by her will after reciting that Georgiana, Florence and William were otherwise provided for, and that she wished to place Theresa on an equal footing, appointed the whole of the trust property to Theresa for her life and after her death on the usual trusts for her children and issue. And in default of children or issue in trust as to one moiety for Georgiana for life with the usual trusts for her children, and in default upon the trusts of the other moiety and as to the other moiety for Florence with the usual trusts for her children, and in default upon the trusts of the first moiety. The mother died in 1880. Florence died in 1906, a spinster, having appointed William her executor and residuary legatee. Georgiana married, and died in 1915, without issue. William died in 1917, having appointed the plaintiff his executor. Theresa died in 1920, a spinster, when the settlement funds became distributable. It was contended on behalf of William and Florence's estates that all the life interests ought to be brought into hotchpot at an actuarial valuation which could have been made in the events as they existed at the mother's death and *Rucker v. Scholefield* (1862, 1 H. & M. 36), *Eales v. Drake* (1875, 1 Ch. D. 217), *Re Heathcote* (1891, W.N. 10), and *re Westroff* (1903, 37 Ir. L.T. 183) were relied on. Theresa's executor contended that a life interest in the entirety was not a part or share within the hotchpot clause, and even if it was, there was a contrary intention. Georgiana's executor contended that a reversionary life interest, whether contingent or vested subject to divesting was not subject to

hotspot at all, and even if it was, must be valued in the light of events which had actually happened and not on a purely hypothetical basis, in which case the value would be nil. He referred to Jarman on Wills, sixth edition, p. 1180; *Wheeler v. Humphreys* (*supra*), and *Re Kelly* (*supra*).

ASTBURY, J., after stating the facts, said: The hotspot clause clearly applies to Theresa's life interest in the entirety, and I find no contrary intention in the mother's will. Georgiana, on the other hand, is merely given a reversionary life interest which she would only enjoy if Theresa predeceased her, and left no issue who attained a vested interest. Whether Georgiana's reversion is contingent or vested subject to defeasance, she does not, in my judgment, at any time "take" any part of the trust premises within the meaning of the hotspot clause. If this view is wrong the question of valuation arises. The authorities show that actuarial valuations are sometimes necessary, e.g., if the life interests to be brought in are still in existence. But where possible actual and not hypothetical events should be taken into account (see Jarman on Wills, p. 1180). Where the parties have waited until it was ascertained that the reversionary life interest never came into possession it would be unfair and inequitable retrospectively to assess a past value by substituting hypothesis for fact. Therefore even assuming that the hotspot clause is applicable, the actual value of Georgiana's life interest valued retrospectively as at the mother's death is nil, and her estate need bring nothing into hotspot.—COUNSEL, *Gavin Simonds; F. E. Farrer; C. Farwell; Alec H. Christie. SOLICITORS, Patersons, Snow & Co.; Bockett, Stunt & Bockett.*

[Reported by L. M. MAY, Barrister-at-Law.]

## High Court—King's Bench Division.

MAYO v. STAZICKER.

Divisional Court. 7th February, 1921.

LOCAL GOVERNMENT—PUBLIC HEALTH—OFFENSIVE TRADE—DECLARATORY ORDER OF LOCAL AUTHORITY—"ESTABLISHING" OFFENSIVE BUSINESS—CONTINUANCE OF BUSINESS—PUBLIC HEALTH ACT, 1875 (38 & 39 Vict. c. 55), s. 112—PUBLIC HEALTH ACTS AMENDMENT ACT, 1907 (7 Edw. 7, c. 53), s. 51, s-s. (1).

Section 112 of the Public Health Act, 1875, provides that any person establishing after the passing of the Act any of the offensive trades specifically mentioned, without the consent in writing of the urban authority, "or any other noxious or offensive trade, business or manufacture" without such consent, should be liable to the penalty prescribed.

Section 51, s-s. (1), of the Public Health Act, 1907, substitutes the words "any other trade, business, or manufacture which the local authority declare by order . . . to be an offensive trade, business, or manufacture" for the words "any other noxious or offensive trade, business, or manufacture" in s. 112 of the Act of 1875.

In April, 1908, one Mayo, established a business of rag and bone dealer in the Borough of Crewe. In 1911 a declaratory order was made by the Corporation including under s. 112 of the Public Health Act, 1875, the trade of rag and bone dealer. Mayo let the premises to another person in 1918, who carried on the business there with the consent of the Corporation until June, 1920, when Mayo resumed possession. Mayo was convicted for carrying on his trade there without the consent of the Corporation, and he appealed against the conviction.

Held, that the business of the appellant having been "established" in 1908, before the declaratory order, having remained the same business, the consent of the Corporation was not necessary.

Appeal on case stated by Justices for the Borough of Crewe. The appellant, Stephen Mayo, was charged before the Justices of the Borough of Crewe on an information laid by Stazicker, chief sanitary inspector for the borough, with having, on 14th September, 1920, unlawfully established, on certain premises, the offensive trade of a rag and bone dealer, without the consent in writing of the Corporation, as required by s. 112 of the Public Health Act, 1875, extended and amended by the Public Health Acts Amendment Act, 1907, s. 51, s-s. (1). The Justices convicted the defendant, but stated a special case for the opinion of the Court. The appellant, in April, 1908, established on premises in the borough a trade or business of rag and bone dealer and carried it on there until 1st September, 1918. In 1911 the Corporation made an order, confirmed by the Local Government Board, bringing the trade of rag and bone dealer within s. 112 of the Public Health Act, 1875, by virtue of s. 51 of the Public Health Act, 1907. On 30th August, 1918, the appellant let the premises to one Joyce, a rag and bone dealer, on a yearly tenancy. Joyce covenanted not to carry on at the demised premises any other business than that of a rag and bone dealer. Joyce obtained the consent of the Corporation to his carrying on the trade on the premises, and he did so until 24th June, 1920, when the appellant entered into possession again, intending to carry on the business. He applied to the Corporation for their consent, but the application, on 1st September, was refused by the Corporation; and the appellant carried on the business without such consent and was doing so on 14th September, 1920, when the information was laid. It was contended for the appellant that he had "established" the business in April, 1908, and not on 14th September, 1920, and that it had been carried on continuously without a break between April 1908 and 14th September, 1920, so that the appellant

was not within the Act of 1875, and was under no legal obligation to obtain the consent of the Corporation in September, 1920. The respondent contended that, assuming that the appellant had originally established his business in 1908, yet that it ceased to exist in August, 1918, when he let it to Joyce; and that Joyce then established a new business; and likewise that when the appellant resumed business in 1920 that also was the establishment of a new business for which the consent of the Corporation was necessary. The Justices convicted the appellant, on the ground that there had been a breach in the continuity of the business carried on by the appellant prior to 1918, and that the appellant "established a new business" when he re-opened in 1920.

AVORY, J., said that his decision would be limited to the facts of that particular case, and he would not deal with hypothetical cases which had been put on different sets of facts. Joyce paid no money for the business, except what he paid in rent, and from Mayo coming back in June, 1920, up to the present the business had been carried on by the appellant himself. The contention of the respondent was that the appellant, in June, 1920, established, within the meaning of s. 112 of the Public Health Act, 1875, the offensive trade of rag and bone dealer, and was not entitled to do so without the consent in writing of the Corporation. The appellant's contention was that his business had in fact been established in 1908, and the question was whether the business had been established in 1908 or 1920. This business was not one of those specifically mentioned in the Act of 1875, but it came within that Act by virtue of the Public Health Acts Amendment Act, 1907, s. 51, s-s. (1), which enabled the Corporation by order to bring a trade of that kind within s. 112 of the former Act of 1875. The whole question in the case was, did the appellant establish the business in 1908 or in 1920? In his (his Lordship's) opinion, the appellant established the business in 1908, and that business remained an established business up to the date when the appellant was summonsed, and remained a business established before the date of the declaratory order, with the result that it was not an offensive trade established after the making of the order for which the appellant was bound to get the consent of the Corporation. That was not precisely the point decided in *Butchers Hide, Skin and Wool Co., v. Seacombe* (1913, 2 K.B. 401), as the person there was convicted of "carrying on" an offensive business after the making of an order under the Act of 1907 by the local authority. That conviction was quashed as the business in question had been "established" before the making of the declaratory order. The Court there took the same view that he took of the present case, viz., that where a business was "established" before the Act of 1875 or a declaratory order made under the Act of 1907 and there was no break in the continuity of the business, it remained the old established business. In the present case there was no evidence that the old business had been abandoned, and a new business started; the Justices were wrong in their decision and the appeal should be allowed.

LUSH, J., agreed, and said the intention of the Legislature was to prohibit the introduction of new offensive trades or businesses into a district. If anyone was proceeded against under s. 112 of the Act of 1875 or s. 51, s-s. (1), of the Act of 1907, he gave a perfectly sufficient answer if he could prove that all he had done was to carry on a business established there prior to the Act or the making of the order. That did not legitimize a public nuisance. The local sanitary authority was empowered to stop businesses which did not amount to nuisances without in any respect being prevented from proceeding against businesses, no matter when established, which should actually become nuisances.

SANKEY, J., delivered a judgment allowing the appeal.—COUNSEL, *Disturnal, K.C., and Norman Birkett* for the appellant; *Montgomery, K.C., and Villiers Bayly* for the respondent. *SOLICITORS, Foster Grove & Co., for Philip Baker & Co., Birmingham; Sharpe, Pritchard & Co., for H. S. K. Feltham, Crewe.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

## In Parliament.

### Bills Presented and in Progress.

In the House of Commons the following Bills have been presented:—

On 2nd March The Docking of Horses Bill—"to prohibit the docking of Horses," by Colonel Burn (Bill 29).

On 3rd March, The Merchant Shipping Bill—"to amend the Merchant Shipping Acts, 1894 to 1920," by Sir Herbert Field (Bill 30).

The Children Bill—"to amend the Children Act, 1908, in respect of the expenses of reformatory and industrial schools," by Mr. Shortt (Bill 31).

The Police Pensions Bill—"to consolidate and amend the law respecting the retirement, pensions, allowances, and gratuities of members of police forces in Great Britain, and their widows and children," by Mr. Shortt (Bill 32).

On 4th March, The Coal Mines (Decontrol) Bill—"to curtail the duration of and amend The Coal Mines (Emergency) Act, 1920; and for purposes connected therewith," by Mr. Bridgeman (Bill 33).

The Tribunals of Inquiry (Evidence) Bill—"to make provision with respect to the taking of evidence before and the procedure and powers of certain tribunals of inquiry," by Sir Gordon Hewart (Bill 34).

On 7th March, The Performing Animals (Prohibition) Bill—"to prohibit the exhibition of performing animals and birds in places of public entertainment," by Lieut.-Commander Kenworthy (Bill 35).



On 8th March, The Merchant Shipping (No. 2) Bill—"to amend enactments relating to Merchant Shipping and to make further provision with respect thereto, and to amend and extend Section seven of The Workmen's Compensation Act, 1906, and Section five of The Aliens Restriction (Amendment) Act, 1919, and to repeal certain enactments, and for purposes connected with the matters aforesaid," by Mr. Sexton (Bill 36).

## Questions.

### EXECUTIONS.

Major LOWTHER (Cumberland, North) asked the Home Secretary how many persons have been executed in England and Wales since 1st January, 1919, in whose cases the juries made a recommendation to mercy?

Mr. SHORTR: Five.

(3rd March.)

### SALES AND LEASES (PARTICULARS DELIVERED).

Mr. TERRELL (Chippingham) asked the Chancellor of the Exchequer for what purpose the form I.V.D. (B) is now being used; whether it causes parties who have deeds stamped at Somerset House a great deal of unnecessary expense and delay; whether the examination and filling of these forms involves the keeping of an unnecessary staff at Somerset House; and whether he can see his way to abolish the whole of this cumbrous procedure?

Mr. CHAMBERLAIN: As regards the first two parts of the question, I would refer the hon. Member to the reply I gave to the hon. Member for Thornbury (Mr. Rendall) on the 3rd of May last. I am causing a copy of that reply to be sent to him. As stated in my reply of the 17th February to the right hon. Member for Hammersmith, South (Sir W. Bull), I am not prepared to propose the repeal of the statutory provisions under which particulars of sales and leases of land have to be furnished to the Commissioners of Inland Revenue.

(3rd March.)

### PRIZE MONEY.

Sir B. FALLE (Portsmouth) asked the Secretary to the Admiralty if any further distribution of prize money is probable and to what amount and when; if he can give the amount of prize money allocated as droits of Admiralty and that allocated as droits of the Crown; how this amount works out as an average per man of the lower deck; and if he can state if the law expenses have been paid out of the droits of the Crown or if such are free of law expenses?

Sir J. CRAIG: A further distribution of prize money will be made as soon as the total amount of the Prize Fund can be ascertained, and it is hoped that this information will be available by the end of the year. It is not anticipated that the amount in the Fund at any earlier date will warrant a second distribution on account. In accordance with Schedule 2 of the Naval Prize Act, legal expenses are not chargeable to the Fund. Droits of Admiralty are administered by the Treasury and not by the Admiralty, but in any case, as the total amount of prize money cannot yet be stated, it is not possible to give the additional information asked for by my hon. and gallant Friend.

(7th March.)

### MERCHANDISE MARKS ACT.

Sir F. HALL (Dulwich) asked the President of the Board of Trade what is his intention to give effect to the Report of the Merchandise Marks Committee, which sat last year, by bringing in a Bill in order that the present measure may be considerably strengthened?

Sir P. LLOYD-GREAME: I would refer my hon. and gallant Friend to the answer I gave to the hon. Member for Wimbledon (Mr. Hood) on 21st February, a copy of which I am sending him.

(7th March.)

### MECHANICALLY PROPELLED VEHICLES.

Viscount CURZON (Battersea) asked the Minister of Transport whether it is intended to introduce legislation during the present Session for the revision and amendment of the Acts relating to the use and construction of mechanically propelled vehicles?

Sir E. GEDDES: Owing to the policy generally favoured in the House of deferring legislation not absolutely necessary at the present time, I regret that the reply is in the negative.

(7th March.)

### RECEIPT STAMPS (WAGES).

Mr. BOWERMAN (Deptford) asked the Minister of Labour whether he is aware that certain employers in the boot and shoe industry are deducting from their operatives' wages 2d. for a receipt stamp where their earnings exceed £2; whether a deduction of this nature in connection with the payment of wages can be held to be legal; and, if not, will the Department so inform the employers in question upon being supplied with definite information?

Sir M. BARLOW: The question whether such action would be legal would be one for the Courts to determine. A case has been brought to my attention in which a receipt stamp has been required by an employer in the boot repairing trade to which the Trade Boards Acts have been applied. The question has arisen as to whether the payment for the stamp by the worker constitutes a deduction within the meaning of the Acts, and the matter is at present under consideration.

(8th March.)

### EXPORTATION OF HORSES ACT.

Mr. SWAN (Barnard Castle) asked the Minister of Agriculture if he is aware of the resentment throughout the country in regard to the traffic in worn-out horses to the Continent to be used for food purposes; what steps, if any, are being taken to stop this traffic; and if it is the intention of the Government to introduce legislation whereby treatment may be less brutal to these worn-out creatures and compatible with reason?

Sir R. SANDERS: The trade in horses between Great Britain and the Continent is now under review by the Ministry. At present an inspector is carrying out a special inquiry into the conditions of horses from Great Britain as they arrive at the Continental ports. On receipt of his report the Ministry will consider what further steps—if any—are necessary to carry out the objects of the Exportation of Horses Act of 1914, which were to prevent the export of horses unfit to travel or to work.

(8th March.)

### LAND REGISTRY, MAP DEPARTMENT.

Sir J. BUTCHER (York) asked the Financial Secretary to the Treasury what were the number of hours a day worked by persons in the Map Department of the Land Registry Office and the rate of pay for overtime; and what is the normal number of hours a day worked in the other Departments of the Civil Service?

Mr. BALDWIN: The number of hours being worked at present by the officers of the Map Department of the Land Registry is, on the average, eight per diem. The rate of payment for overtime is the same as that in force generally in the Civil Service, and varies from 1s. 9d. per hour to 4s. 5d. per hour, according to the grade of the officer. With reference to the last part of the question, the normal number of hours worked per diem is seven. This number is, however, frequently exceeded, often without extra payment. Every endeavour is made to confine overtime within the narrowest possible limits.

(8th March.)

## Societies.

### The Law Society.

#### WAR MEMORIAL TO SOLICITORS AND ARTICLED CLERKS.

The ceremony of unveiling the memorial which has been erected in the Central Hall of The Law Society's building in Chancery Lane was performed by the Lord Chancellor on Friday, the 4th inst. A large and distinguished gathering was present, among whom were The Master of the Rolls, the President of the Probate Division, Sir Claud Schuster, Sir Harold Smith, M.P.; Mr. R. A. Painsent (Birmingham), Mr. Charles Goddard, Mr. P. H. Martineau, Mr. Weeden Dawes, Mr. J. Wreford Budd, Sir Walter Trower, Sir Richard Taylor, Sir Albert Rollet and Mr. C. G. May (Members of the Council), and Mr. E. R. Cook (Secretary).

The assembly having joined with the Dean of Westminster in reciting the Lord's Prayer, the Dean offered a short prayer in which occurred the sentences: "We praise and magnify Thy Holy Name for those whose enduring memorial we dedicate this day. For us and for our country, for their homes and for the Empire they gave their lives a willing and a glorious sacrifice." A second prayer entreated help "for those who have been bereaved of those dear to them and whose faith in Thee has been shaken by what they have suffered. Strengthen them, O God, with Thy Holy Spirit, and give them courage and hope." Also "For these Thy servants, whose enduring memorial we dedicate to-day, for us and for their country, for their homes and for the Empire, they gave their lives a willing and a glorious sacrifice. Encouraged by their example and strengthened by their fellowship, we beseech Thee that we with them may be found meet to be partakers of the inheritance of the Saints in light, through the merits of Thy Son, Jesus Christ the Lord. Amen."

The Lord Chancellor said he received with a melancholy pleasure the invitation that was extended to him by the President and Council to discharge the duty which had brought him there. It seemed to him that it was a welcome public manifestation of the unity which underlies the two branches of the profession that a member of his branch should be invited by the other branch to discharge that task and to express the pride and the admiration which was felt at the achievements of those whose death they mourned and who therefore they honoured to-day—the deep regret, with no less pride and no less admiration of the branch of the profession to which he himself belonged. He found it a task of extraordinary difficulty to put into any worthy expression the thoughts which on an occasion of that kind must arise in the hearts of them all. And, indeed, he recalled the words of the noblest funeral oration of which any record had been preserved in the history of the world. He could not, he thought, do better than quote the words that Thucydides put into the mouth of Pericles. He had in his mind the words, "I should have liked it better that when men's deeds have been brave they should be honoured by deed only;" and indeed it was true that the fundamental difficulty which underlay any attempt to give a description in words of the feelings which were in the minds of everyone in regard to that which they were there to commemorate, was that the sacrifice which had been made so great, so final, so complete in its tragic nature, that the power of expressing what they would have wished, was to the minds of most of them altogether inadequate, and words lagged helplessly. He had sometimes thought that the profession to which they belonged had been unfairly disparaged, both in literature and in the common speech of the country. He thought those who had been



tempted to disparage the legal profession might have reflected very usefully upon the history of the profession in this country—to which he would confine himself—following the crisis of August, 1914. It would be within the recollection of all of them that, about two years after the first challenge, it was found necessary to apply a method of compulsion to those who had not presented themselves as volunteers up to that time. There was little in the legal profession upon which the various conscriptions could operate, because the overwhelming majority of those who were fit to go had responded as volunteers to the call of their country. Those who examined the records of the other branch of the profession would discover a similar manifestation of the special spirit of the gallantry of those who, in the year 1913, pursuing their ordinary avocations as solicitors or their studies as articulated clerks, little thought of the destiny that lay in front of them and to which they were soon to address themselves. Yet how complete and prompt was their response to the national call. It might be illustrated by a very few figures. No fewer than 1,100 lawyers, solicitors and articulated clerks actually perished on active service. Applying the ordinary proportion, one might suppose that 4,000 or 5,000 were wounded in the course of the struggle. A large number of solicitors and articulated clerks had won decorations, in one case the most coveted decoration of all, the Victoria Cross, and, indeed, there was hardly an honour which was a military distinction either in this country or amongst Allied nations which was not won by a member of this profession. He noticed with special pleasure that the Military Cross, which, except in the very early days of the war, was exclusively a combatant's distinction and which he thought in future days would be counted as one of the most glorious, had been gained in many instances. He noticed that no fewer than 500 solicitors and articulated clerks won the Military Cross. This was a remarkable record. Thinking of the secure, careless days which preceded the outbreak of the war in 1914, it was a dramatic reflection to the mind to reconstruct for a moment the lives of those whose distinction and loss—they were both—they commemorated to-day. In those thoughtless months those men were following the ordinary career of a busy solicitor, perhaps of the young man who had just been admitted, or the pursuits of the articulated clerk engaged in preparing for the profession as a solicitor and in obtaining that knowledge which he hoped and naturally believed was to shape his career. There came a swift and sudden change, and the men who had looked forward, and reasonably looked forward, to a life of peace, with nothing more serious than the rivalries and the competitions which naturally lay before them, found themselves almost in a moment projected into the cauldron of war. India, Palestine, Mesopotamia, Flanders, saw their deeds of valour, and there was hardly a single theatre of war, of those far-flung battle lines, in which the ground was not stained by the blood of those whose memory they were met to-day to commemorate. They were able, indeed, to do little for them; they were, however, by their presence there, and by the efforts which had been made to see that some memorial of their services to the country was preserved in that hall—they were able, perhaps, to do that for them which they would have most really valued. And he could not but believe that if they had applied their minds to such a question at all it would have been a source of profound satisfaction and of pride to them to know of this meeting there, and that in the days that were to come those who continued to discharge the peaceful duties of the profession to which they belonged would hold their memories for ever in affectionate recollection, and would provide a memorial which would be looked upon with reverence and as a source of inspiration to those who came after them, and after those who were present to-day, in the England for which they had cared. If he might, he would add one word to the many—there must be many—present who were the relatives of those who had fallen. It was difficult indeed to find any family in the country in which the hand of death in those five years of the great struggle had not come; but when there were many assembled together, as there were many assembled together to-day, out of whose lives it seemed that hope and affection were killed at one moment for ever, they united in offering to them a respectful expression of their sympathy. It might comfort them to remind them of the glorious achievements of those they mourned and of the result which their valour and exertions procured to this country, and of the example that they had set, not merely to the youth of the nation for all time, but to the young men who would follow them in their profession and would be inspired by their record to resolve to adapt themselves to their responsibilities, whatever they might be.

"Soldier, rest! thy warfare o'er;  
Sleep the sleep that knows not breaking,  
Dream of battle-fields no more,  
Days of danger, nights of waking."

The Lord Chancellor then unveiled the memorial.

The Dean of Westminster said: In the faith of Jesus Christ we herewith dedicate this memorial to the glory of God, in undying remembrance of the solicitors and articulated clerks who fell in the great war, in the name of the Father and of the Son and of the Holy Ghost. Amen.

The Lord Chancellor and other visitors having inspected the panels and carvings, left the hall and the memorial was open to be viewed by the relatives of those whom it commemorated.

The proposal for a memorial to the solicitors and their articulated clerks who had fallen in the war, our readers will remember, was brought up

in the year 1918 by the then President, Mr. R. A. Pinsent (Birmingham), at the Annual General Meeting, with the approval of the Council. His hope, as he then stated, was to raise a fund of £100,000, of which comparatively small sums would be applied in (1) the erection of a visible memorial, and (2) a record of service, and the balance was to be used for (3) the establishment of a relief fund, which was the main object of the scheme. His first proposal was that the visible memorial should be of the simplest character, but the opinion was afterwards freely expressed that the names of those who had fallen should be permanently recorded, and that this record should be placed in the Society's Hall. The distinguished sculptor, Mr. Gilbert Bayes, R.S.B.S., was consulted, and, after various schemes involving the use of marble and bronze had been considered, it was finally decided that the names should be emblazoned on vellum and let into panels over the fireplaces on each side of the Central Hall, new mantelpieces with symbolic carving by Mr. Bayes being added. This has accordingly been done, with excellent effect. The illuminated panels containing the names are the work of Mr. Bayes' sister, Miss Jessie Bayes. Above the grey mantelpieces, which are also a part of the design, in the alcoves on the north and south sides of the hall are marble panels in relief, stained to a deep ivory colour and picked out with gold tesserae. The theme running through the reliefs is that it is the coming generation rather than the present that will benefit by the sacrifices made by the fallen. The panels are groups of children—in the one panel the centre group holds a heavy mass of laurels whilst the outer figures sing and sound trumpets. In the second the centre group sing praises, whilst the outer groups hang laurels as offerings to the fallen. The lists of names arranged alphabetically are inscribed and illuminated on vellum in sixteen panels—four on each side of the marble panels. Miss Bayes has further enriched them with deep borders at the top and bottom in gold and colour. The top border carries in the centre the coat of arms of The Law Society, repeated in each panel, flanked on each side by regimental badges of the fallen, used on shields, with entwined laurels as a background. The lower border has allied shields as centres with regimental arms flanking, as in the upper border. The panels are enclosed in oak surround and glazed. The inscriptions on the marble panels are as follows: "Their glory shall not be blotted out." "They died that we might live." In addition to the inscription in English on the mantelpieces, the two lines from the *Æneid* referred to by the President in his address at the General Meeting, have been carved on the oak panelling: "*Hic manus ob patriam pugando vulnera passi.*" "*Quique sui memores alios fecere merendo.*" Collection of the detailed information regarding both the service rendered by the profession and their losses has, it is stated, been difficult. So far as could be ascertained 3,847 solicitors and 1,685 articulated clerks offered their services, and of those 640 solicitors and 436 articulated clerks lost their lives, and their names are inscribed on the panels. Further, their names and the names of those who escaped death are contained in the record of service, which has been compiled by the Memorial Trustees. But, as already mentioned, the main object of the memorial was to raise a relief fund, and although the hope of obtaining £100,000 has not been fulfilled, the sum of approximately £45,000 has been received, the subscriptions being of varying amounts and from solicitors practising in all parts of England. The scope of the fund was to expend not merely the interest but the capital for its objects, which have been defined as: "The establishment of a 'relief fund' to be administered for the benefit of solicitors and their articulated clerks who have suffered in mind, body or estate in or through the war, and the families and dependents of such solicitors and articulated clerks and of those solicitors and articulated clerks who have been killed in the war or have died of wounds or injuries inflicted on or sustained by them, or of sickness or disease contracted by them whilst serving, or in consequence of their service in any of His Majesty's forces during the war." The fund is vested in a body of trustees, under whose administration a sum of £17,520 2s. 2d. has already been distributed. The forms of relief vary, and comprise grants of substantial sums to enable men to recover their lost positions or establish themselves in the profession. In other and more urgent cases annual payments are made for the maintenance of widows or dependents and particularly for the education of children. In this way, up to the 31st December last, the sum of £12,009 12s. 2d. has been expended, and there are sums promised for subsequent years as follows: 1921, £2,809; 1922, £1,809; 1923, £892 10s.

### Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall, on Friday, the 4th inst., Mr. H. B. Curwen in the chair. The other directors present were Mr. E. B. V. Christian, Mr. T. H. Gardiner (Treasurer), Mr. P. E. Marshall, Mr. J. E. W. Rider, Mr. W. M. Woodhouse and Mr. A. H. Morton (for Mr. E. E. Barron, Secretary). A sum of £90 was voted in relief of deserving applicants: six new annual subscribers were elected and other business transacted.

### United Law Society.

A meeting was held in the Middle Temple Common Room, on Monday, 21st February, Mr. H. S. Wood-Smith in the chair. Mr. G. B. Gardiner moved: "That the case of *Armstrong Whitworth & Co. v. Redford* (1920, A.C. 757) was wrongly decided." Messrs. G. P. Boon, G. W. Fisher, G. W. Olive (visitor), H. J. Casey, F. A. Evans, W. Douglas-Kenshole (visitor) and H. Rowan-Hoage (visitor) also spoke. Mr. Gardiner having replied, the motion was put to the House and lost by two votes.

### THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT  
FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL,  
WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMANE WORK.

## The Birmingham Law Society.

The following are extracts from the Report of the Committee for the year ended 31st December, 1920:—

Your Committee have pleasure in presenting their 102nd Annual Report of the proceedings of the Society.

**Officers and Committee.**—Mr. J. A. Marigold succeeded Mr. Archibald S. Bennett in the office of President, and Mr. Edward Evershed was elected Vice-President immediately after the last Annual Meeting. Mr. L. Arthur Smith was re-elected Honorary Secretary and Treasurer, and these gentlemen retain these offices at the present time. At the last Annual Meeting there were eight vacancies on the Committee, and the following gentlemen were elected:—Messrs. T. Cooksey, W. A. Gibb, S. S. Guest, Russell Jolly, A. L. Lowe, F. H. Pepper, S. Vernon and F. H. G. Tyndall. Mr. H. H. Monckton was elected a month later on the resignation of Mr. A. Musgrave, and Mr. J. B. Hargreave on the subsequent resignation of Mr. S. S. Guest.

**Members.**—The membership of the Society shows an increase of 13 over last year. Fourteen members have resigned, eight have died, two have ceased membership under Article 11, and 37 new members have been elected; the number on the register on the 31st December, 1920, being 368. During the year your Committee have considered the best method of increasing the membership, and feeling that various Solicitors had omitted to join through not having the advantages of doing so brought prominently to their notice they adopted the method of canvassing, their efforts resulting in the addition of the new members mentioned above. Under the County Courts Act, 1919, for the first time representation is given to the Registrars of the County Court and to Solicitors upon the County Courts Rule Committee, and your Committee have much pleasure in recording that Mr. Registrar Lowe and Mr. A. H. Coley have been appointed by the Lord Chancellor as members of the Committee. Mr. A. H. Coley has continued to represent the Society as an Ordinary Member, and Mr. R. A. Pinsent as an Extraordinary Member, on the Council of the Law Society, London.

Your Committee report with regret the deaths of the following members:—Messrs. H. B. Ewens-Barwell-Ewens, Arthur Godlee, S. S. Guest, W. Jackson, H. B. O. Pemberton, L. G. Sydenham, T. D. Walthall and F. J. Whiteley (Redditch). Mr. Godlee had for many years been an active member of the Society, and had held the offices of Hon. Secretary, 1882 to 1889, of Vice-President 1889 to 1892, and of President 1895 to 1897. Mr. Guest had served on the Committee for a number of years.

**The War.**—In recognition of their services during the war the honour of O.B.E. was conferred upon three members of the Society, Messrs. Philip Cohen, A. Round and J. B. Simmons.

In their report last year your Committee referred to the persistent vitality of "Dora" and pronounced their opinion that the ordinary citizen was still to a too large extent the slave of the bureaucracy. Fortunately a much-needed check to the arrogance of officialdom and a recognition of the rights and liberty of the subject were made by the decision of the House of Lords in re a Petition of Right of de Keyser's Royal Hotel (1920) A.C. 508. This is probably one of the most important constitutional pronouncements made since the case of Ship Money in the reign of Charles I, *Re v. Hampden* (1637) 3 How St. Tr. 825. It is noteworthy that it should have been left to the House of Lords sitting as a Court of Appellate Jurisdiction to protect the public from the arbitrary action of governmental departments which had attempted quite illegally to invoke the Prerogative of the Crown.

**Common Form Conditions of Sale.**—The revised edition of the Society's Common Form Conditions of Sale was published on the 1st January, 1917. They have thus been in circulation for four years and appear to be generally appreciated, as requests for copies have come from all over the Midlands, extending northwards to Lancashire and southwards to Somerset. The sales last year amounted to 32,966 copies. Your Committee are about to consider whether the experience of these years show that any alteration is desirable, and members are requested to inform the Honorary Secretary of any points which have occurred in practice where they consider an alteration should be made.

**Legislation.**—Your Committee have considered various legislative proposals likely to affect the profession and have given very careful attention to the Lord Chancellor's Law of Property Bill. At the request of the Law Society, London, a detailed report was prepared, involving much time and consideration and making various proposals for amendment of the Bill. This was submitted to Mr. B. L. Cherry, the draftsman of the Bill, and he accepted various of the suggestions made by your Committee. In the report was also included a strong protest against the proposal to extend the area of compulsory registration of title. The Bill was not proceeded with last autumn, but there is every reason to believe that it will be introduced into Parliament next session.

When the Finance Bill was introduced last summer it was found that while providing for the repeal of the Land Values Duties it did not remove the necessity for the delivery of particulars upon the transfer of land. Your Committee considered that the original reason for the delivery of the particulars having been removed the obligation to deliver them was an unnecessary imposition on the public, and accordingly they circulated the local Members of Parliament to support an amendment in this respect, which had been brought forward at the request of the Law Society, London. The amendment however, was not carried.

**Membership of the Law Society, London.**—The Council of the Law Society, London, referred to the Society a report of a Committee in favour of compulsory membership by all Solicitors. The report was considered by your

Committee and the suggestion was approved. It may be noted, however, that a number of other provincial Law Societies have declared themselves averse from the proposed change.

**National Federation of Law Clerks.**—Early in the year a communication was received from the Law Society, London, recommending the formation in the district of each provisional Law Society of a Joint Council of Solicitors and clerks. This coincided with the opinion of your Committee as expressed in last year's report, and accordingly a Joint Conciliation Board has been formed with representatives of the Birmingham and District Law Clerks' Association. The following gentlemen have been chosen to form the Solicitor members of the Board:—Messrs. T. Cooksey, E. Evershed, J. A. Marigold, F. H. Pepper, G. A. C. Pettitt and S. Vernon. The necessary arrangements not having been completed during the year under review no meeting of the Board has yet taken place, but it is expected that the first meeting will be summoned early in the New Year. The objects and constitution of the Board are as follows:—

**Joint Conciliation Board of the Birmingham Law Society and the Birmingham and District Law Clerks' Association** (affiliated with the National Federation of Law Clerks).

**Objects.**—To consider and deal by means of conciliation and advice with all questions arising in regard to the conditions of employment of Law Clerks in Birmingham and the district.

**Definitions.**—The Employers' Association means the Birmingham Law Society.

The Clerks' Association means the Birmingham and District Law Clerks' Association.

**Constitution and Procedure.**—(A) The Joint Board shall be formed by a panel of six members of the Employers' Association, to be nominated annually by them; and a panel of six members of the Clerks' Association, to be nominated annually by them. Not more than three members of either panel shall attend or vote at any meeting of the Joint Board, unless the Chairman shall otherwise direct.

(B) The Joint Board shall elect annually a Chairman (a) from the Employers' panel, or (b) from outside, provided in the latter case that such Chairman shall be a Solicitor or a retired Solicitor. The Chairman, if he is elected from the Employers' panel, shall not have a casting vote, but if elected from outside he shall have a casting vote, but no original vote. In the event of a casual vacancy in the office of Chairman, a successor, having similar qualifications, shall be appointed by the Joint Board. The Joint Board shall elect annually a secretary and assistant secretary. The former shall be a member of the Employers', and the latter a member of the Clerks' Association, but neither shall have a vote in the proceedings of the Joint Board unless he is duly elected a member of the Board.

(C) The Joint Board shall have power to make regulations governing its own procedure, including the quorum of members capable of taking action and its method of voting.

(D) Any question arising for consideration of the Joint Board within the scope of its objects as above defined may be brought before the Board on the instructions of the Chairman, or by either panel, and the meetings of the Board shall be held at a time convenient to both sides of the Panel.

(E) All proceedings of the Joint Board shall be confidential and shall not be made public, but the Board shall be at liberty to publish any of its decisions, and either side may communicate the decisions of the Board to its own members.

**Poor Persons' Rules.**—In August last a letter was received from the Lord Chancellor drawing attention to the report of the Commission appointed to inquire into the administration of these rules and asking for the co-operation of the Society in securing their effective administration, and a circular was accordingly sent to all the members, inviting their co-operation. Your Committee again express the hope that a greater number of the members will come forward and assist in this philanthropic work. Any person willing to do so should communicate with the Registrars of the Birmingham County Court.

**Poor Man's Lawyer Association, Birmingham.**—This Association, which gives free legal advice to persons too poor to pay for it, supplements the work carried out under the Poor Persons' Rules, and the attention of members is directed to its need for increased support. The Hon. Secretary is Mr. F. C. Minshall, The Council House, Birmingham, who will be very glad to hear from any member who is willing to assist. The Society's representatives on the Committee of the Association are Messrs. W. H. Bowman, B. Shirley Smith and F. H. Gardner Tyndall.

J. A. MARIGOLD,  
President.  
L. ARTHUR SMITH,  
Hon. Secretary.

## Obituary.

### Mr. John Goode.

The announcement in *The Times* of the death of Mr. JOHN GOODE last week must have awakened memories of far-off student days in the minds of many of the older members of the Bar. Forty years ago, and even further back than that, Mr. Goode had probably more pupils reading with him for the Bar examinations than any other "coach" in London. And he was pre-eminently successful in getting them through. This fact was



well recognized amongst students, and so they came to him in increasing numbers, and drove him into raising his fees. Amongst his pupils were many who have since attained distinction in law and letters. One of these, now deceased, who in after years took high rank as a historian—his volumes are on the shelves of every library that counts—came to Mr. Goode after a brilliant career at Oxford and when he was already a Fellow of his college and told him with hot indignation that he had been ploughed for the Bar; a complaint which, after a little guidance and advice, he had no occasion to make again. It must now be some twenty-five or thirty years since Mr. Goode gave up work of this kind. But it was not all that he did even in those days. He was law lecturer in the City of London College, and at the invitation of various societies and commercial organizations gave several courses of lectures in London on different branches of commercial law which were much valued by those to whom they were addressed. He never practised at the Bar. He did not, on his retirement from teaching and lecturing, betake himself to a life of quiet ease. He served in various local offices in his own neighbourhood; he was trustee of more than one large estate and had the allocation to charitable purposes of large sums of money, thereby becoming a life governor of two of our greater London hospitals. He was a most generous and interested supporter of the Selden Society, and was one of the only two honorary members who have ever been on its roll; the other being the late Hon. Joseph Choate, no undistinguished companion, or predecessor, for they were not on the roll together. If he had lived till the 11th inst. he would have been declared at the annual meeting of the Society, on that day, a member of the Council.

Mr. Goode was ever, right up to the end, an earnest student of the law; and for two or three hours on most days he was to be seen in the Lincoln's Inn Library reading and making notes from the current Law Reports. His chief hobby was, perhaps, the acquisition of handsomely bound copies of standard works, bought chiefly in the sale rooms. He would not tolerate a shabby book on his shelves; and if a volume he had bought at some sale was not worthily appraised it was sent straight off to the binder's before it received admission to his library. To speak of more intimate matters: he was intensely conservative by nature—this must not necessarily be taken in a political sense—and most unchangeably methodical in his habits. With novelties, unless they were statutes of the Realm, he would not willingly have anything to do. One little instance of this, characteristic of the whole man, may be noted. He sometimes gave himself a good deal of trouble in going about from table to table in the Library at Lincoln's Inn to find a pen which suited him, and not always with success; when, finally, application had to be made to the librarian for an entirely new one. The suggestion that he should provide himself with a fountain pen suited to his hand, and to have always with him the exact implement he wanted, was flouted with something like contempt. "I am too old-fashioned," he said.

Some three years or so ago Mr. Goode underwent a grave surgical operation and was laid up in a nursing home for ten weeks. He appeared to have recovered entirely from this, but a little time ago serious symptoms of heart weakness showed themselves; and, when bronchitis supervened, the end came quickly. He died last Sunday week, February 27th, in his 77th year, and was buried on the following Thursday in Highgate Cemetery. He leaves a widow and two sons, and many friends who in no conventional sense mourn his loss. *Requiescat.*

Mr. Goode was the only son of Mr. John Goode, of Worcester. He was called to the Bar by Lincoln's Inn in June, 1874, and was a pupil in the Chambers of Mr. H. H. Cozens-Hardy (afterwards Lord Cozens-Hardy), an LL.B., and a member of Convocation of the University of London.

Those who have experienced delay in the handling of their claims for repayment of income-tax will, says *The Times*, under "City Notes" (10th inst.), be interested in the statements contained in a letter received by a correspondent from the Chief Inspector of Taxes. The letter refers to the exceptional difficulties under which the Chief Inspector's Department has been labouring as the result of the decentralization of the repayment claims work recently effected, and goes on to detail the arrangements which have been sanctioned by the Board of Inland Revenue with a view to ensuring promptitude in dealing with claims for repayment. Under these new arrangements a taxpayer whose allowances and other reliefs cannot be given wholly from assessments upon him is to be given facilities for claiming the amount of tax due to him as soon as he is in a position to produce evidence of taxed income sufficient, after deduction of any charges (such as loan or mortgage interest), to cover the amount of income falling to be relieved by way of repayment. This relief may, at the option of the taxpayer, be claimed either in one sum or in successive instalments as taxed dividends, &c., are received by him.

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality.—ADVT.]

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice		Mr. Justice	
EMERGENCY		APPEAL COURT		Mr. Justice	
Date.	ROTA.	No. 1.	EVE.	PETERSON	
Monday Mar. 14	Mr. Church	Mr. Bloxam	Mr. Church	Goldschmidt	
Tuesday .....	15	Goldschmidt	Borror	Church	
Wednesday ....	16	Bloxam	Jolly	Goldschmidt	
Thursday .....	17	Borror	Synges	Church	
Friday .....	18	Jolly	Church	Goldschmidt	
Saturday .....	19	Synges	Goldschmidt	Church	
Date.	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice	
Monday Mar. 14	SARGANT	BLOXAM	ASTBURY	P. O. LAWRENCE	
Tuesday .....	15	Bloxam	Jolly	Synges	
Wednesday ....	16	Borror	Bloxam	Synges	
Thursday .....	17	Bloxam	Borror	Jolly	
Friday .....	18	Borror	Bloxam	Synges	
Saturday .....	19	Bloxam	Borror	Jolly	

## Winding-up Notices.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Feb. 25.

**WELBECK COACH-BUILDING CO. LTD.**—Creditors are required, on or before Mar. 3, to send in their names and addresses, with particulars of their debts or claims, to Charles John Finch, 315, West End-ls., West Hampstead, N.W.6, liquidator.

**MUTUAL ELECTRIC TRADING LTD.**—Creditors are required, on or before Mar. 31, to send their names and addresses, and the particulars of their debts or claims, to Archibald Earnshaw Wake, Norfolk-ho., Laurence Pountney-hill, liquidator.

**CINEMA TARGET CO. (LIVERPOOL) LTD.**—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to James Neil Duncan, B22, The Temple, Dale-st., Liverpool, liquidator.

**ANCHOR IRON & STEEL CO. LTD.**—Creditors are required, on or before Mar. 31, to send their names and addresses, and the particulars of their debts or claims, to John William Hinks 115-117, Colmore-row, Birmingham, liquidator.

**E. H. FURBER & VAREDELL LTD.**—Creditors are required, on or before Mar. 18, to send in their names and addresses, and full particulars of their debts or claims, to Geo. J. C. Muddmont, 14, Corinne-rd., N.19, liquidator.

**INTER-ALLIED TRADE & BANKING CORPORATION LTD.**—Creditors are required, on or before Mar. 22, to send their names and addresses, and the particulars of their debts and claims, to Bernhard Heymann Binder, 80, Bishopsgate, E.C., liquidator.

London Gazette.—TUESDAY, Mar. 1.

**MIDLAND FARM SERVICE CO. LTD.**—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to Albert Brown, 35 Bayley-ls., Coventry, liquidator.

**MATLOCK MIXES LTD.**—Creditors are required, on or before Mar. 31, to send in their names and addresses, with particulars of their debts or claims, to William Plant, 30, Spring-gardens, Manchester, liquidator.

**SENTON, PRICE & CO. LTD.**—Creditors are required, on or before Mar. 31, to send particulars of their debts or claims, to Bernardo Thomas Crew, 101, Great Tower-st., liquidator.

**RAYMONDS LTD.**—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to Harris Rainsbury, 20, High Holborn, liquidator.

**COMBINATION METALLIC PACKING CO. LTD.**—Creditors are required, on or before Mar. 25, to send their names and addresses, and particulars of their debts or claims, to Mr. John C. Graham, junr., 16A, Grainger-st., Newcastle-upon-Tyne, liquidator.

**DONGOR HYGIENIC CO. LTD.**—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to William Macallan Campbell, Finsbury-pavement House, Finsbury-pavement, liquidator.

**NEW DIAMOND COLLIERY CO. LTD.**—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Mr. Wm. J. Vaughan, Maesfynnon House, Ystradgynlais, liquidator.

**ALFRED WARD against EMMA MAUD TOWKILL**—Charles Townley, deceased.—On or before Mar. 30, to send by post prepaid to George Lyons Andrew, 9, Gray's Inn-sq., W.C.1. Mr. Justice Eve, Royal Courts.

**HENRY MILLINGTON WALLIS against EMMA CLEMENTS**—Arthur Victor Clements, Cambridge Solicitor.—On or before Mar. 31, to send by post prepaid, to Mr. William Joseph Taylor, 64, Sidney-st., Cambridge. Mr. Justice Russell, Royal Courts.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Feb. 18.

**John Nash, Royston & Co. Ltd.**  
**Middlesex Chemical & Machinery Co. Ltd.**  
**J. R. Friedlander & Co. Ltd.**  
**All British Productions Ltd.**  
**Officers Colonial Land Co. Ltd.**  
**Smith's Highgate Brassfoundry Ltd.**  
**James Leach Ltd.**  
**The Park & District Laundry Co. Ltd.**  
**Pool Lighterage Co. Ltd.**  
**Wynn & Warner Ltd.**  
**W. J. Arkow & Co. Ltd.**  
**Ross Smith Steamship Co. Ltd.**  
**Bury Commercial Co. Ltd.**  
**Standfast Toy & Manufacturing Co. Ltd.**  
**J. Ross & Co. (Letchworth) Ltd.**  
**Seunthorpe & Frodingham Constitutional Club Co. Ltd.**

**Senton, Price & Co. Ltd.**  
**The Utility Car & Engineering Co. Ltd.**  
**Woodrow, Chambers & Co. Ltd.**  
**Timber Converters & Sawmills Ltd.**  
**The Red Cross Shipping Co. Ltd.**  
**Nugget Follish Co. of Australia Ltd.**  
**W. G. Beley, Taylor & Co. Ltd.**  
**C. B. Fletcher & Co. Ltd.**  
**M. Boland & Sons Ltd.**  
**Village Main Reef Gold Mining Co. Ltd.**  
**The Actor Ltd.**  
**Mutual Electric Trust Ltd.**  
**Metzo Ltd.**  
**W. Boiss & Co. Ltd.**  
**Bird's Cigarette Manufacturing Co. Ltd.**  
**Hunt & Worsmer Ltd.**  
**Red-Bar Manufacturing Co. Ltd.**

London Gazette.—TUESDAY, Feb. 22.

**Cardiff Turkish Baths Co. Ltd.**  
**Fearnley Bros. Ltd.**  
**A. J. Carpenter Ltd.**  
**E. R. Girardon Ltd.**  
**Dunkley Motor Accessories Ltd.**  
**W. Brearley (Rochdale) Ltd.**  
**Thomas Butlin & Co. Ltd.**  
**Royal Hotel (Dess) Ltd.**  
**The Bat Meter Co. Ltd.**  
**Steam Tug Torfreda Ltd.**

**The Richmond (Surrey) Foundry Ltd.**  
**British Continental Colonial Merchants Ltd.**  
**The British South India Co. Ltd.**  
**The South African General Syndicate Ltd.**  
**Transmarine Trading Co. Ltd.**  
**Henry Page & Co. (Nottingham) Ltd.**  
**Mitchell's Petrol Air Gas System Co. Ltd.**  
**Spymore Valley Water Co. Ltd.**  
**Diamond Anthracite Mine Co. Ltd.**  
**B. C. Askew & Co. Ltd.**



London Gazette.—FRIDAY, Feb. 25.

Shipowners' Protection & Indemnity Association Ltd.  
Oakland Bros. Ltd.  
Anchor Iron & Steel Co. Ltd.  
New Horley Steamship Co. Ltd.  
Turtle Cup (1911) Ltd.  
Wibbeck Coach-Building Co. Ltd.  
Crestfield & Brampton Coliseum Ltd.  
Cochran & Evershed Ltd.  
Gallia's Arcadia (Scarborough) Ltd.  
Brampton Bros. Calais Ltd.  
H. Wickham Ltd.  
Eucrate Marine Insurance Co. Ltd.  
Franco-British Marine Insurance Co. Ltd.  
Commonwealth Products Ltd.  
Chemical Engineering Corporation Ltd.  
Lyne Regis Cement Co. Ltd.  
Monocery, Tomlinson & Co. Ltd.  
Army & General Stores Ltd.  
Bowdon Hydropathic Ltd.  
Suffolk Hotel Ltd.

Princes Motor & Engineering Co. Ltd.  
Bassett-Murray Motor Co. Ltd.  
Atherton Steamship Co. Ltd.  
Clarrie Steamship Co. Ltd.  
F. H. Jones & Meakin Ltd.  
Diplocks Ltd.  
E. A. Osmond & Co. Ltd.  
Llanrwst Commercial & Temperance Hotel Co. Ltd.  
Garnier Ltd.  
James Robinson & Son (Sheffield) Ltd.  
British Electro Chemists Ltd.  
London Shipping & Marine Insurance Co. Ltd.  
Wick Engineering Co. Ltd.  
Boycott & Co. Ltd.  
Metallurgique Cars (England) Ltd.  
Hemmings & Co. Ltd.  
Cinema Target Co. (Liverpool) Ltd.  
Wilton Cars Ltd.  
H. A. Robinson (Burscough Junction) Ltd.

London Gazette.—TUESDAY, Mar. 1.

Euston Bros. Ltd.  
Dulac Ltd.  
Gadiff Hematite Iron Ore Co. Ltd.  
Intensive Machining Co. Ltd.  
J. T. Law & Co. Ltd.  
Whitman & Moss Ltd.  
Nunan's Hosiery Couplings Ltd.  
East Kent Brewery Co. Ltd.  
H. Bowley & Co. Ltd.  
H. Gill, Hewitt & Co. Ltd.  
The Metric Engines Ltd.  
The Parkfield Nursing Home Ltd.

Alan's Shoes Ltd.  
The Guaranteed Hosiery Co. Ltd.  
John Jones (Chester) Ltd.  
The Gramophone & Cycle Co. Ltd.  
Geo. R. & B. Howe Ltd.  
David Alister Ltd.  
Pitters Ventilating & Engineering Co. Ltd.  
Cardigan Pavilion Co. Ltd.  
Cann Hall & Wainstead Slip Liberal Club Finance Co. Ltd.  
Gold Coast Consolidated Lands Ltd.

## Creditors' Notices.

Under 22 &amp; 23 Vict. cap. 35.

London Gazette.—TUESDAY, Feb. 22.

BUTCHER, CLARA, Chertsey. Mar. 24. Smythe & Brettell, Basinghall-st., E.C.2.  
BURNAN, GRIORI NICOLAIVITCH, Petrograd. Mar. 20. Bischoff, Cox, Bischoff & Thompson, Great Winchester-st., E.C.2.  
BRO, RICHARD FOLLETT, Brighton. Mar. 25. J. K. Nye & Donne, Brighton.  
CAMPELL, ISOBEL WARD, Seine et Oise, France. Mar. 31. Ellis, Peirs & Co., Albemarle-st., W.1.  
CAWTE, ALBERT, Fulham-rd., Fishmonger. April 7. Williams & Poole, Fulham-rd., S.W.3.  
CHAPMAN, THOMAS, Anlaby Common, Yorks. Mar. 10. Manley & Lowson, Hull.  
CLAY, ROBERT, Acton. Mar. 21. Walker, Neale & Houlston, Clement's-inn, W.C.2.  
CLAYTON, JULIA, Hampton-on-Thames. Mar. 18. Farrar, Porter & Co., Wardrobe-pl., E.C.4.  
COATES, THOMAS, Waltham, Farmer. Mar. 21. Grange & Winttingham, Grimsby.  
COLLINS, FREDERICK WILLIAM, Notting Hill, Provision Merchant. Mar. 31. Cooper, Bake, Roche & Pettes, Portman-st., W.1.  
CORDER, SIDNEY, Baywater, Licensed Victualler. Mar. 17. Welman & Sons, Baywater.  
DALE, WILLIAM, Kirby-in-Cleveland, Yorks, Licensed Victualler. Mar. 8. Miles, Hutchinson & Lithgow, Middlesbrough.  
DANGERFIELD, JAMES, Barmouth. Feb. 10. G. R. Thorne, Sons & Co., Wolverhampton.  
DOBREE, HARRIET MAUD, Streatham. Mar. 20. Lionel E. Townroe, Budge-row, E.C.4.  
EDMONT, RIGHT HONOURABLE ALAN DE TATTON, 3RD BARON EDMONT OF TATTON, Knutsford, Chester. Mar. 24. Ellis, Peirs & Co., Albemarle-st., W.1.  
FORDYCE, MARY, Hemel Hempstead. Mar. 21. J. F. Winttingham, Great Grimsby.  
GALSWORTHY, SIR EDWIN HENRY, D.L., J.P., Regent's Park, N.W. Mar. 31. E. H. Galsworthy, Old Jewry-chmbrs., E.C.2.  
GODFREY, HAROLD, Johannesburg. Mar. 18. Calder, Woods & Pethick, New-st., Lincoln's-inn, W.C.2.  
GOLDING, EDGAR, Canonbury. Mar. 30. Cooper, Walker & Hall, Birch-in-la., E.C.3.  
HAYES, ELIZABETH, Chesham-on-Medlock. Mar. 17. Lee, Scott & Start, Manchester.  
HEDMAN, WILLIAM SOUTHWOOD, Putney. Mar. 31. C. J. Parker, Temple-av., E.C.4.  
HILLS, WILLIAM HENRY, Manor Park, Essex. Mar. 26. H. P. Russell, Boxley Heath.  
HOWKER, LEONORA, Baldon. Mar. 10. John B. Atkinson, Shipley.  
HYNES, GEORGE JOHN, Putney, S.W.15. April 9. Sloper, Potter & Gorden, Putney-hill, S.W.15.  
JEFFERY, ROSE EMILY, Sheffield. Mar. 21. Waipole Hill, Sheffield.  
LADMAN, JAMES HARPER, Southampton. Mar. 22. J. Knight, Southampton.  
LEWIS, DAVID, Colwyn Bay. Mar. 25. O. W. Owen, Liverpool.  
LICHTENVELDE, LOUISA CHARLOTTE DE, Southborough. Mar. 23. Crust, Todd, Mills & Sons, Beverly, Yorks.  
LINTON, FRANCES JANE, Regent's Park. Mar. 19. Hunter & Haynes, New-sq., Lincoln's-inn, W.C.2.  
LOWME, CHARLES JAMES, Guildford. Mar. 17. Bassett, Stanton & Bassett, Southampton.  
LONG, ALFRED, Hammetts-mth, W. Mar. 18. Hopworth & Co., Finsbury, E.C.  
MARTON-WILSON, CAROLINE MARIA, Blackheath, S.E. April 9. Sloper, Potter & Gorden, Putney-hill, S.W.15.  
MILNE, JANE, Shaw, Lancs. Mar. 31. Standing, Taylor & Co., Rochdale.  
MOORE, WILLIAM JACKSON, Thurloe-sq. April 4. Williams & James, Norfolk-ho., Embankment, W.C.2.  
MORRIS, MARY ALICE, Liss, Hants. Mar. 21. Shield & Mackarness, Petersfield, Hants.  
NAPIER, HONOURABLE MARK FRANCIS, Lingfield. Mar. 20. Williams & James, Norfolk-ho., Embankment, W.C.  
NOLTE, GEORGE, Cardiff. Mar. 1. James Morgan & Co., Cardiff.  
NORTH, JACOB, Bradford, Worsted Weaving Overlooker. Mar. 23. Wm. Trenholme, Bradford.  
PARKES, WALTER PARKHOUSE, West Hampstead, Photographer. Mar. 23. George A. Martin, Basinghall-st., E.C.  
PATT, HENRY HERBERT, Cheltenham. Mar. 24. Titchhurst, McIlquham & Wyatt, Cheltenham.  
PHELPS, ARTHUR, Edgbaston. Mar. 31. Johnson & Co., Birmingham.  
PICKERING, CHRISTOPHER, Hornsea, Yorks. Mar. 31. Sanderson & Co., Hull.  
REICARDSON, GEORGE, Capheaton, Joiner. Mar. 31. Leadbitter & Harvey, Newcastle-upon-Tyne.  
ROBINSON, EMILY BEATRICE, Hove. Mar. 31. J. K. Nye & Donne, Brighton.  
ROPER, PERCY ADOLPHUS, Bethill. Mar. 25. Langham, Son & Douglas, Hastings.  
SMITH, ELLEN, Cambridge. Mar. 31. Guy W. Stanley & Shaw, Cambridge.  
SMITH, ESKINE KNIGHT, Paddington. Mar. 22. Allen, Edwards & Oakfield, Eastcheap, E.C.3.  
STANLEY, CHARLES, Whaplode, Lincoln. Mar. 19. Calthrop & Leopold Harvey, Spalding.  
STATHAM, HENRY WOOD, Rochdale, Lancs, Farmer. Mar. 31. Standing, Taylor & Co., Rochdale.  
STUDY, RICHMOND, Chess, Surrey. Mar. 25. Drues & Atlee, Billiter-sq., E.C.3.

## CORPORATE TRUSTEE &amp; EXECUTOR.

## THE ROYAL EXCHANGE ASSURANCE

ACTS AS

TRUSTEE OF FUNDS amounting to

£30,000,000.

For Particulars apply to:

THE SECRETARY, HEAD OFFICE, ROYAL EXCHANGE, E.C.3.  
THE MANAGER, LAW COURTS BRANCH, 29-30, HIGH HOLBORN, W.C.1.  
THE TRUSTEE MANAGER, MANCHESTER BRANCH, 94-96, KING STREET.

SYCKELMOORE, ELIZABETH HOBSON, Dover. Mar. 24. Mowll & Mowll, Dover.  
THOMAS, EMMA, Brighton. Mar. 25. J. K. Nye & Donne, Brighton.  
ULOTH, FRANCES ANN, Reigate. Mar. 31. J. D. Arthur, Queen Victoria-st., E.C.4.  
WAGHORN, JAMES, Maidstone, Valuer. Mar. 17. Monckton, Son & Collis, Maidstone.  
WARD, ERNEST, Gleadless, Derby, Night Watchman. Mar. 21. Arthur Neal & Co., Sheffield.  
WESTGATE, ANNIE MARY, Cambridge. Mar. 31. Guy W. Stanley & Shaw, Cambridge.  
WINDER, BARLETT WRANHAM, Sheffield. Mar. 31. Claude Barker, Sheffield.

London Gazette.—FRIDAY, Feb. 25.

ANTILL, LUCY, Wandsworth. Mar. 14. Wigan, Champenowne & Prescott, Victoria Embankment, W.C.  
BATES, CHARLOTTE LOUISA ANNE, Hastings. April 14. Kinmet & Co., Bloomsbury-sq., W.C.1.  
BELTON, THOMAS JOHN, Amcotts, Lincoln, Farmer. Mar. 19. Atkinson & Sons, Doncaster.  
BIRCHAM, JOHN, Kingston-on-Thames. Mar. 19. George C. Carter & Co., Kingston-on-Thames.  
BLANDY, WILLIAM POYNTE, Ipswich. April 9. Blunt, Clark & Co., Gresham-st., E.C.2.  
BURNINGTON, AMELIA, Exeter. Mar. 10. W. H. Stone, Exeter.  
CATLING, THOMAS, Brixton. Mar. 31. Cartwright, Cunningham & Co., Paternoster-row, E.C.4.  
CHATTERTON, JOHN HERBERT, Harrogate, Commercial Traveller. Mar. 31. Peckover, Scriven & Co., Harrogate.  
CHESTON, HORACE, Sutton. April 2. Broad & Son, Great Winchester-st., E.C.2.  
CLARK, WILLIAM TRISTED, Rickmansworth. April 9. Blunt, Clark & Co., Gresham-st., E.C.2.  
CLOUGH, SAMUEL JOHNSON, Hedon, Yorks. Mar. 21. Winter & Son, Hull.  
COTTIN, LOUIS, Southampton, Hotel Proprietor. Mar. 30. Stephens & Locke, Southampton.  
CRAVEN, GEORGINA EMILY, Biddenden, Kent. Mar. 23. Hore, Pattison & Bathurst, Lincoln's-inn-fields, W.C.2.  
DOWNES, HERBERT, Cheltenham. Mar. 7. Smith & Roberts, Evesham.  
EVANS, MARY, Llandudno. Mar. 21. Chamberlain & Johnson, Llandudno.  
FIRTH, CHARLES, Whitwood, nr. Normanton, Colliery Storekeeper. April 1. Wilson & Schofield, Castleford.  
FOWLER, NAYLOR, Castleford, Milk Dealer. Mar. 14. Norman Elliott, Leeds.  
FRIEHL, LUCY ELEANOR, Darlington. April 2. Marson & Toulmin, Southwark Bridge-rd., S.E.  
GALATTI, ANGELICA, Liverpool. Mar. 26. Batesons & Co., Liverpool.  
GILCHRIST, JOHN, Australia. April 2. Pearce & Nicholls, New-st., W.C.  
GOODERHAM, SAMUEL, Yaxley, Labourer. Mar. 22. J. A. Armstrong, Eye, Suffolk.  
GRIFFITHS, THOMAS, Bristol. Mar. 31. O'Donoghue & Forbes, Bristol.  
HAND, ROBERT, Bradbury, Durham. April 11. J. W. Lodge, Sedgfield, Co. Durham.  
HEATON, ROBERT, St. Helens, Lancs, Pavior. Mar. 31. Brewis & Sons, St. Helens.  
HIGGS, ELIZA GREENWOOD, Wandsworth. Mar. 14. Wigan, Champenowne & Prescott, Victoria Embankment, W.C.  
HOWARD, SARAH, Middlesbrough. Mar. 18. Miles, Hutchinson & Lithgow, Middlesbrough.  
HOWCROFT, PRISCILLA, Little Lever, nr. Bolton. April 9. Ridd, Nelson, Farnworth, nr. Bolton.  
JAMES, MARY HODGE, Plymouth. April 11. Dobells, Plymouth.  
KITSON, MARGARET, Wimbledon. Mar. 31. Rooke & Sons, Lincoln's-inn-fields, W.C.2.  
LEE, CHARLES, Stockport. Mar. 7. Bell, Hough & Hammett, Stockport.  
LESLIE, WILLIAM, Ludlow. Mar. 23. Clark & Co., Ludlow.  
LOXTON, EDGAR BLAKE, Lymington, Timber Merchant. Mar. 25. Moore, Rawlins & Vicary, Lymington, Hants.  
MACHIN, SARAH, Cheadle. Mar. 25. Marriott & Co., Manchester.  
MATCHAM, HANNAH MARIA, Westcliff-on-Sea. Mar. 31. H. H. Wells & Sons, Finchley.  
MILLER, JOHN, Chorlton-on-Medlock, Poultry Dealer. Mar. 31. Diggles & Ogden, Manchester.  
MILLINGTON, THOMAS, Harrogate. Mar. 31. Janion & Hall, Manchester.  
MOULD, CHARLES JOHN, Bath, Builder. Mar. 31. Thring, Sheldon & Ingram, Bath.  
MOLLER, ANNE ELIZABETH, Bognor, Sussex. April 1. Lawrence Jones & Co., St. Mary Axe, E.C.3.  
OCHILTER, JOHN, Newcastle-upon-Tyne. Mar. 28. Maughan & Hall, Newcastle-upon-Tyne.  
OCHILTER, HANNAH, Newcastle-upon-Tyne. Mar. 28. Maughan & Hall, Newcastle-upon-Tyne.  
PALMER, THOMAS, Carmarthen, Jeweller. Mar. 31. Walters & Williams, Carmarthen.  
PLANT, HENRY, Moston, Manchester. April 2. Cooper, Sons, Marsh & Bailey, Manchester.  
PODLEN, JAMES JOHN. Mar. 31. Woodroffe, Eastcheap, E.C.3.  
REIMER, MENNO FREDERICK, Stamford Hill. Mar. 19. Durrant, Cooper & Hambling, Gracechurch-st., E.C.3.  
ROGERS, CLEMENT SHAKESPEARE, Hornchurch. April 1. Finch, Turner & Tayler, Cannon st., E.C.4.  
ROGERS, THOMAS LEAN, Hove, Motor Garage Proprietor. Mar. 29. C. Osman Ward, Hove.  
RUSSELL, JAMES, Cheadle, Yarn Agent. Mar. 28. Wood & Lord, Manchester.  
SCHARKE, HERBERT THOMAS, Walworth-rd. April 30. Murray, Hutchins & Co., Birch-in-la., E.C.3.  
STEVENS, RICHARD, Hove. April 6. Ivor B. Burnand, Hove.  
STEVENS, REVEREND ALFRED HENRY, Little Pardon, Essex. April 8. Andrew, Wood, Purves & Sutton, Great James-st., W.C.1.  
STOKE, JOHN, Sherford. Mar. 25. C. R. Serpell, Plymouth.  
STUDDY, THOMAS JAMES CHARLES AYLMER, Stratford-on-Avon. Mar. 18. Brooks, Monk & Hargreave, Birmingham.  
TAYLOR, HELEN MCKEY, New Zealand. April 1. Geoffrey Paget.  
TELFORD, JOHN, Jarrow, Durham, Foreman. Mar. 30. John A. Livingston, West Jarrow.  
THURFIELD, JANE, Erdington. April 11. Gerard S. Rigby, Birmingham.

TYAS, CHARLOTTE ELIZABETH, Stotfold, Bedford. Mar. 10. Grant McLean, Temple, W.C.2.  
 VIER, FRIDERICK HENRY, late Clapham. Mar. 23. Walmsey & Stansbury, New-sq., W.C.2.  
 NEWTON, LAVINIA, Upper Parkstone. April 14. J. E. S. Hickey, Bournemouth.  
 WHITCHER, THOMAS COOPER, Christchurch, Hants, Miller. Mar. 29. Lacey & Son, Bournemouth.  
 WITHERS, HARRIET SOPHIA, Somerset. April 11. Timmins & Timmins, Bath.  
 WOODS, MISS LUCY KATHERINE, Chichester. Mar. 25. Dimond & Son, Welbeck-st., W.1.  
 WRIGLEY, ANN, Oldham. April 8. Ponsbury & Carllie, Oldham.

London Gazette.—TUESDAY, March 1.

ARCHER, WILLIAM HARRY BUNTON, Sheffield. Mar. 19. Jackson & Jackson, Sheffield.  
 ASPLAND, S. M., Haywards. Mar. 31. Guedalla, Jacobson & Spyer, Old Broad-st., E.C.2.  
 BARLEY, AGNES MARY, Chelsea. Mar. 31. Lee & Pomeroy, Lincoln's Inn-fields, W.C.2.  
 BAX, EMILY MARIA, Shepherd's Bush-green. April 11. Rye & Eyre, Golden-sq., W.1.  
 BEATTY, JAMES, Hetherill, nr. Carlisle. April 4. March, Pearson & Yates, Manchester.  
 BECKINGHAM, ARTHUR, Hampstead. April 30. H. Copley, Saint Ives, Hants.  
 BECKINGHAM, JOHN CALTHORPE, Hove. April 15. Radcliffe & Hood, Old Queen-st., S.W.1.  
 BOURNE, ELIZA, Birmingham. Mar. 31. Duggan & Elton, Birmingham.  
 BOWMAN, EMILY BOLTON, Bognor. April 1. Lee, Ockerby & Everington, Queen Victoria-st., E.C.4.  
 BREKIDON, AGNES, Bradwell, Derby. April 5. Watson, Esam & Barber, Sheffield.  
 BROWN, THOMAS HORROCKS, Hedgesford, Draper. Mar. 31. Bailey, Cox & Co., Birmingham.  
 BRYNION, FANNY, Aldcup. April 6. John Bartlett & Son, Bush-la., E.C.4.  
 CALDWELL, WILLIAM TOWNLEY DENCAN, Brixton-rd., Doctor of Medicine. April 9. Marsden, Burnett, Faithfull & Davy, Henrietta-st., W.1.  
 CARPENTER, MARY, Burgess Hill. April 7. Ellis & Ellis, Little College-st., N.W.  
 CARSLAKE, URIAH ROBERT, Maidenhead. April 11. Pearce & Nicholls, New-st., W.C.  
 CLARK, JOHN, Russell-sq. April 2. Tallents & Co., Newark-on-Trent, Notts.  
 CRAIG, FREDERICK BROOK, Prestwick, Lancs. Mar. 19. Jenkinson, Meyer & Co., 5 Frederick's-pl., E.C.  
 CROMPTON, ROBERT SPANFIELD, Ripon, Yorks. Mar. 31. Barwick, Peake & Milling, Leeds.  
 DEWHIRST, ANNE, Southport. April 1. Worden & Worden, Southport.  
 DINON, SOPHIA MARY LOUISA, Bournemouth. May 1. Lindsay, Greenfield & Mansons, Ironmonger-la., E.C.2.  
 DRYDEN, ROBERT, Monkseaton. April 1. Adamson & Adamson, North Shields.  
 FAIRLEY, ALFRED, Handsworth. Mar. 31. Rollison, Cuth & Co., Birmingham.  
 GILL, WALTER GEORGE, King Henry's-rd., N.W. April 1. Coburn & Co., St. Helen's-pl., E.C.  
 GLOVER, HENRY WILLIAM, Newton-by-Chester. April 26. Birch, Cullimore & Co., Chester.  
 HARRISON, FREDERICK, Didsbury. Mar. 26. Brooks, Marshall & Co., Manchester.  
 HOOKWAY, REGINALD JOSEPH, Bristol, Ship's Steward. Mar. 25. Wansbroughs, Robinson, Taylor & Taylor, Bristol.  
 HOPKINS, ROBERT ADAMS, Glenagary. April 15. Wilfrid L. Barlee, Dublin.  
 HUDSON, HERBERT JAMES, West Kensington. April 10. Theodore Goddard & Co., Serjeant's-lane.

HUTCHINSON, MARIA, Whitley Bay. Mar. 31. Brown & Holkley, North Shields.  
 HYDE CLARKE, CONSTANCE ISABELLE, Bognor, Sussex. April 1. Garrard, Wolfe, Gaze & Clarke, Suffolk-st., S.W.1.  
 KAY, REV. WILLIAM HENRY, Starbeck, Yorks. April 1. Kirby, Son & Atkinson, Harrogate.  
 KEEL, EMILY MARY, Wimbeldon, S.W.19. April 6. John Bartlett & Son, Bush-la., E.C.4.  
 KEEL, WILLIAM, Alkham, nr. Dover. April 6. John Bartlett & Son, Bush-la., E.C.4.  
 LAWSON, FRANK EDWARD, Gresham-st., E.C., Solicitor. April 16. Harold H. Lawson, Queen Victoria-st., E.C.4.  
 LOVATT, JOHN ANTHONY STRATFORD, Chislehurst, Merchant. May 1. Lindsay, Greenfield & Mansons, Ironmonger-la., E.C.2.  
 MASON, ARTHUR THOMAS, Stockford, Germany, Professor of Chemistry. April 4. Finney, Fearley & Taylor, Bolton.  
 MEDD, WILLIAM, Birmingham. Mar. 31. Gem & Co., Birmingham.  
 MEDLOCK, WILLIAM HARRY, Southsea. April 4. H. P. Russell, Bexley Heath.  
 METCALF, HENRY, Kingway, W.C.2. April 15. Hastles, Lincoln's Inn-fields, W.C.2.  
 METTLERKAMP, GEORGE EDUARD, Montreux, Switzerland. April 26. Theodore Goddard & Co., Serjeant's-lane, Temple.  
 MILLS, LAVINIA, Southport. April 1. Jno. Clayton & Son, Ashton-under-Lyne.  
 NEWBY, WILLIAM ARTHUR, Orton, Manufacturer. Mar. 31. Gem & Co., Birmingham.  
 NOIRRE, PAUL RAOU, Walsall, Commercial Traveller. May 2. Enoch, Evans & Son, Walsall.  
 O'KINLEY, ALICE MAUD, Weston-super-Mare. April 7. Ellis & Ellis, Little College-st., N.W.  
 PERCIVAL, MARIA, Balham, S.W.17. April 6. John Bartlett & Son, Bush-la., E.C.4.  
 PERKINS, AUGUSTUS FREDERICK, Holmwood, Surrey. April 12. Kirby, Millett & Ayscough Westminster.  
 PRENTIS, OSWOLD JAMES, Plymouth. Mar. 29. Woolley, Tyler & Bury, Clement's-lane, W.C.2.  
 ROBINSON, ALFRED ALGERNON, Seven Kings, Essex, Solicitor. April 10. Theodore Goddard & Co., Serjeant's-lane, Temple.  
 RYDER, ANNA MARY, Auckland, New Zealand. Mar. 31. F. O. S. Leak & Co., Manchester.  
 SALINGER, MONTAGUE SAMUEL, Hertford. April 5. Gasquet, Metcalfe & Walton, Great Tower-st., E.C.3.  
 SEAH, ENG SIANG, Singapore. June 1. Gibson & Weidon, Chancery-la., W.C.2.  
 STAFF, ROBERT, Grimsby. Mar. 31. Grange & Wintringham, Grimsby.  
 STEPHENS, MISS SARAH ELIZABETH, Canterbury, New Zealand. April 11. Pearce & Nicholls, New-st., W.C.  
 THOMAS, STEPHEN, Falmouth, Accountant. Mar. 29. C. Vincent Downing, Falmouth.  
 THURSON, ROBERT ERNEST, Wingate, Durham. April 9. H. Broadly, West Hartlepool.  
 TONGUE, CLARA, Brookbourne, Mar. 31. Stevens & Flinn, Farnham, Surrey.  
 TURNER, WILLIAM JAMES, Batley, Rag Merchant. Mar. 31. Saml. Brearley & Son, Batley.  
 WALKER, WILFRED THOMAS, Headingley, Leeds. April 10. Nelson, Eddisons & Lupton, Leeds.  
 WATTELL, JULIA, Maidenhead. Mar. 23. Sutton, Ommanney & Oliver, Great Winchester-st., E.C.2.  
 WOODTHORPE, ANNIE, Boston. April 11. Jebb & Tunnard, Boston.

## Bankruptcy Notices.

London Gazette.—TUESDAY, Feb. 22.

### RECEIVING ORDERS.

BAILEY, ALEXANDER EDMUND, Stoke Newington, Veterinary Surgeon. Edmonton. Pet. Dec. 31. Ord. Feb. 17.  
 BENNETT, WILLIAM HOWARD, Clapton, E.5, Dentist. High Court. Pet. Jan. 20. Ord. Feb. 18.  
 BERGER, HARRY, Newcastle-upon-Tyne, Lithograph Printer. Newcastle-upon-Tyne. Pet. Feb. 10. Ord. Feb. 16.  
 BOUSFIELD, THOMAS, Ludlow, Salop, Debt Collector. Leominster. Pet. Feb. 18. Ord. Feb. 18.  
 CARTER, EDGAR, Sibley, Leicester, Shoe Manufacturer. Leicester. Pet. Feb. 18. Ord. Feb. 18.  
 CORLETT, LOUIS, Canning Town, E.16, Theatrical Producer. High Court. Pet. Feb. 18. Ord. Feb. 18.  
 COWAN, MORRIS, West Hartlepool, Auctioneer. Sunderland. Pet. Feb. 1. Ord. Feb. 18.  
 CRIGER, REUBEN, Hounslow, Dentist. High Court. Pet. Feb. 18. Ord. Feb. 18.  
 DIGNY, E. A., Cadogan-grds. High Court. Pet. Oct. 18. Ord. Feb. 18.  
 DE HELOS, LOUIS, Clapham-rd., High Court. Pet. Jan. 20. Ord. Feb. 18.  
 FOULKES, EDMUND ALFRED GEORGE, Shrewsbury, Stationer. Shrewsbury. Pet. Feb. 10. Ord. Feb. 19.  
 GOUGH, MARY JANE, Swadsea, General Dealer. Swadsea. Pet. Feb. 17. Ord. Feb. 17.  
 GRIFFITH, THOMAS WILLIAM, Llandudno, Auctioneer. Bangor. Pet. Feb. 18. Ord. Feb. 18.  
 GUILD, J. R. E., Henrietta-st., W.C. High Court. Pet. Oct. 2. Ord. Feb. 18.  
 HARRISON, BERNARD, Sheffield, Tailor. Sheffield. Pet. Feb. 17. Ord. Feb. 17.  
 HAYES, CHARLES, Bristol, Tailor. Bristol. Pet. Feb. 1. Ord. Feb. 17.  
 HOPPER, ALFRED ERNEST, Barnstable, Solicitor. Barnstable. Pet. Feb. 17. Ord. Feb. 17.  
 ILEY, GEORGE EDWARD, Sturry, Kent, "ALLSTYLES," Tailor. Canterbury. Pet. Feb. 18. Ord. Feb. 18.  
 JOSE, HENRY and JOSE, ERNEST JOHN HENRY DAVET, Cynwroth, St. Allen, Cornwall, Farmers. Truro. Pet. Feb. 3. Ord. Feb. 17.  
 KENT, FRANCIS CECIL, Notts, Motor Engineer. Nottingham. Pet. Feb. 8. Ord. Feb. 18.  
 LEWIS, HORACE STONEY, Brighton, Tobacconist. Brighton. Pet. Feb. 5. Ord. Feb. 17.  
 MAIN, WILLIAM GUARDHOUSE, Burnley, Draper. Burnley. Pet. Feb. 17. Ord. Feb. 17.  
 PLOTEIN, CHARLES, Sheffield, Cabinet Maker. Sheffield. Pet. Feb. 18. Ord. Feb. 18.  
 POLDEN, RICHARD MONTAGUE ARTHUR, Leeds, Chauffeur. Leeds. Pet. Feb. 18. Ord. Feb. 18.  
 RYLAN, JAMES, Dewsbury, Card Fetter. Dewsbury. Pet. Feb. 17. Ord. Feb. 17.  
 SHERMAN, RUBEN, Mile End, Mantle Manufacturer. High Court. Pet. Feb. 18. Ord. Feb. 18.  
 SIMPSON, WILLIAM, Sheffield, Grocer. Sheffield. Pet. Feb. 18. Ord. Feb. 18.  
 SMITH, SIDNEY, Coniston, Yorks, Farmer. Kingston-upon-Hull. Pet. Feb. 17. Ord. Feb. 17.  
 SNOW, JOHN, Dunmow, Essex. High Court. Pet. Jan. 20. Ord. Feb. 17.  
 STANFIELD, ALBERT, Bury, Lancs, Innkeeper. Bolton. Pet. Feb. 17. Ord. Feb. 17.  
 SUBRIAN, THOMAS JAMES, Norwich, Confectioner. Great Yarmouth. Pet. Feb. 19. Ord. Feb. 19.

THE SURREY MOTOR VEHICLE & ENGINEERING CO., Long Ditton, Surrey. Kingston. Pet. Jan. 24. Ord. Feb. 17.  
 TRACEY, GUY, Earl's Court. High Court. Pet. Dec. 18. Ord. Feb. 17.  
 TRIVETT, ABRAHAM, Portland, Dorset, Quarryman. Dorchester. Pet. Feb. 17. Ord. Feb. 17.  
 WADE-PALMER, CAPT. A. N., Twyford, Berks. Reading. Pet. Dec. 18. Ord. Feb. 19.  
 WEBB, ALFRED JAMES, Miffield, Purveyor of Milk. Dewsbury. Pet. Feb. 19. Ord. Feb. 19.  
 WEINBAUM, WILLIAM, Mile End, and ROSENBERG, BARNETT, Walthamstow, Manufacturers. High Court. Pet. Jan. 19. Ord. Feb. 17.  
 WHEATLEY, HORACE, Bulwih, Yorks, Poultry Farmer. Kingston-upon-Hull. Pet. Feb. 17. Ord. Feb. 17.  
 WHITHAM, ARTHUR, Gorleston-on-Sea, Great Yarmouth. Pet. Feb. 2. Ord. Feb. 17.

### FIRST MEETINGS.

BAKER, OLIVER, Croydon, Surrey, Cabinet Maker. Croydon. Mar. 3 at 11. York-rd., Westminster Bridge-rd., S.E.1.  
 BARKER, JOSEPH, Scunthorpe, Great Grimsby. Mar. 2 at 11. Off. Rec. St. Mary's Chambers, Great Grimsby.  
 BERGER, HARRY, Newcastle-upon-Tyne, Lithograph Printer. Newcastle-upon-Tyne. Mar. 3 at 11. Off. Rec. Pearl-bldg., 4 Northumberland-st., Newcastle-upon-Tyne.  
 BROOKS, GEORGE WILLIAM ERNEST, Erdington, Works Manager. Birmingham. Mar. 4 at 11.30. Ruskin-chmbrs., 191, Corporation-st., Birmingham.  
 BURTON, J. REED, Highgate-rd., London. High Court. Mar. 3 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 CARTER, EDGAR, Sibley, Leicester, Shoe Manufacturer. Leicester. Mar. 2 at 3. Off. Rec., 1, Berridge-st., Leicester.  
 COHEN, T. M., Buckingham-gate, W., Manufacturer's Agent. High Court. Mar. 1 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 CONNOLLY, PETER, Andover, Veterinary Surgeon. Salisbury. Mar. 1 at 3. Off. Rec., City-chmbrs., Catherine-st., Salisbury.  
 DICKENS, ROBERT JOHN, Hornsea, Yorks, Grocer. Kingston-upon-Hull. Mar. 2 at 11.30. Off. Rec., York City Bank-chmbrs., Lowgate, Hull.  
 DOUGLAS, HENRY ERNEST, Miffield, Sunderland, Bookseller. Sunderland. Mar. 2 at 2.30. Off. Rec., Manor-pl., Sunderland.  
 EDWARDS, SIR JOHN HENRY, Buckingham Palace-rd. High Court. Mar. 1 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 FISHER, CHARLES JAMES MARSDEN, King's Heath, Motor Accessories Dealer. Birmingham. Mar. 4 at 12. Ruskin-chmbrs., 191, Corporation-st., Birmingham.  
 FLETCHER, LESLIE JOSEPH, Wisbech, and KIRK, JACK PERCIVAL, Potato Merchants. King's Lynn. Mar. 3 at 12.30. Court House, King's Lynn.  
 FLINT, G. A., Hounslow, Poultry Farmer. Brentford. Mar. 3 at 3. Bedford-row, W.C.1.  
 GOULD, BERT, Redcar, Yorks, Taxicab Driver. Middlesbrough. Mar. 3 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.  
 GUILD, J. R. E., Piccadilly, W.1. High Court. Mar. 2 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 HARVEY, WILLIAM ORGAIN, North Cave, Yorks, Licensed Victualier. Kingston-upon-Hull. Mar. 4 at 11.30. Off. Rec., York City Bank-chmbrs., Lowgate, Hull.  
 HOBBS, JOHN THOMAS, Horley, Surrey, Post Fuel Merchant. Croydon. Mar. 3 at 11.30. York-rd., Westminster Bridge-rd., S.E.1.

JOHNSON, F. H., Dallington, Sussex, Farmer. Hastings. Mar. 3 at 3. Off. Rec., 12a, Marlborough-pl., Brighton.  
 JOHNSTON, JOHN HENRY, Cockermouth, Grocer. Cocker-mouth. Mar. 4 at 3.40. Court House, Cocker-mouth.  
 JONES, JOHN and JONES, JOHN RICHARD, Penance, Electrical Engineers. Truro. Mar. 4 at 12. Off. Rec., 12, Prince-st., Truro.  
 KNOTT, JAMES WILLIAM, Middleton, Rope Manufacturer. Oldham. Mar. 2 at 2.45. Court House, Church-la., Oldham.  
 LAVIS, WILLIAM, Peckham, Butcher. High Court. Mar. 1 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 LAW, WILLIAM HENRY, Burrell, Cambs, Farmer. Cambridge. Mar. 2 at 12. Off. Rec., Petty-cury, Cambridge.  
 MARSHALL, HENRY RICHARD, Barnham, Sussex, Wholesale Grower. Brighton. Mar. 3 at 2.30. Off. Rec., 12a, Marlborough-pl., Brighton.  
 MCGILL, GEORGE CHARLES PIGGOT, Pall-mall. High Court. Mar. 2 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 MITCHELL, DAVID, Lower Clapton, Insurance Agent. High Court. Mar. 2 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 O'CONNOR, D. J. H., Tufnell Park, Turf Commission Agent. High Court. Mar. 1 at 11.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 O'REILLY, DENIS GERALD, Portishead, Somerset, Shipping Agent. Bristol. Mar. 2 at 11.30. Off. Rec., Baldwin-st., Bristol.  
 READY, OCTAVIUS LAWRENCE, Dover, Grocer. Canterbury. Mar. 1 at 10.30. Off. Rec., Castle-st., Canterbury.  
 ROBERTS, JOHN, Laygarre, Montgomery, Farmer. Aberystwyth. Mar. 15 at 1. Baker-st., Aberystwyth.  
 ROBINSON, ALFRED, Rushden, and MARSHALL, ERNEST JOHN, Lavendon, Bucks, Tool Manufacturers. Northampton. Mar. 5 at 11. Off. Rec., The Parade, Northampton.  
 RUSSELL, JOHN WOOL, Southport, Motor Dealer. Liverpool. Mar. 2 at 11.30. Off. Rec., Union Marine-bldg., 11, Dale-st., Liverpool.  
 RYLAN, JAMES, Dewsbury, Card Fetter. Dewsbury. Mar. 3 at 10.45. County Court-ho., Dewsbury.  
 SEAL, ALFRED FRANCIS, Preston, Lancs. Preston. Mar. 3 at 11. Off. Rec., 13, Winckley-st., Preston.  
 SHERMAN, RUBEN, Mile End, Mantle Manufacturer. High Court. Mar. 3 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 SETHDOWN, GEORGE NELSON, Coalville, Leicester, Fruiterer. Burton-on-Trent. Mar. 2 at 12. Off. Rec., Castle-pl., Nottingham.  
 SNOW, JOHN, Dunmow, Essex. High Court. Mar. 3 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 THE SURREY MOTOR VEHICLE & ENGINEERING CO., Long Ditton, Surrey. Kingston. Mar. 3 at 12. York-rd., Westminster Bridge-rd., S.E.1.  
 TEBSDALE, J. LEON, Great Ayton, Stockton-on-Tees. Mar. 3 at 2.45. Off. Rec., High-st., Stockton-on-Tees.  
 TRACEY, GUY, Earl's Court. High Court. Mar. 3 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 WALKER, GEORGE RIDLEY, Maryport, Cumberland, Cycle Agent. Cocker-mouth. Mar. 4 at 3. Court House, Cocker-mouth.  
 WALKER, BERTIE CORBETT, Ipswich, Engineer. Ipswich. Mar. 1 at 11. Off. Rec., 20, Prince-st., Ipswich.  
 WEINBAUM, WILLIAM, Mile End, and ROSENBERG, BARNETT, Walthamstow, Manufacturers. High Court. Mar. 2 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 WESTMORELAND, NORMAN, Bradford, Printer. Bradford. Mar. 1 at 3. Off. Rec., Duke-st., Bradford.  
 WREAFORD, SAMUEL HUGHESBAYES, Devonshire, Farmer. Exeter. Mar. 3 at 2.30. Off. Rec., Bedford-circus, Exeter.



## ADJUDICATIONS.

ALDWICKLE, GEORGE, Hythe, Kent, Baker. Canterbury. Pet. Feb. 15. Ord. Feb. 16.  
 BARKER, JOSEPH, Frodingham. Great Grimsby. Pet. Jan. 4. Ord. Feb. 17.  
 BENNIES, HARRY, Newcastle-upon-Tyne, Lithograph Printer. Newcastle-upon-Tyne. Pet. Feb. 16. Ord. Feb. 17.  
 BOUSFIELD, THOMAS, Ludlow, Debt Collector. Loominster. Pet. Feb. 18. Ord. Feb. 18.  
 BRADOME, GEORGE WILLIAM, ENEST, Edington, Works Manager. Birmingham. Pet. Jan. 21. Ord. Feb. 16.  
 BYR, ARTHUR STANLEY, Bellingham, Hants. High Court. Pet. Jan. 1. Ord. Feb. 18.  
 CARTER, EDGAR, Silsby, Shoe Manufacturer. Leicester. Pet. Feb. 18. Ord. Feb. 18.  
 CORLETT, LOUIS, Canning Town, E.16, Theatrical Producer. High Court. Pet. Feb. 18. Ord. Feb. 18.  
 CRIGER, REUBEN, Hounslow, Dentist. High Court. Pet. Feb. 18. Ord. Feb. 18.  
 GOSCH, MARY JANE, Swansea, General Dealer. Swansea. Pet. Feb. 17. Ord. Feb. 17.  
 HARRISON, BERNARD, Sheffield, Tailor. Sheffield. Pet. Feb. 17. Ord. Feb. 17.  
 IRV, GEORGE EDWARD, Sturry, Kent, Tailor. Canterbury. Pet. Feb. 18. Ord. Feb. 18.  
 LAMBERT, ARCHIBALD MANTON, South Shore, Blackpool, Textile Merchant. Manchester. Pet. Dec. 6. Ord. Feb. 17.  
 LEWIS, HORACE SIDNEY, Brighton, Tobacconist. Brighton. Pet. Feb. 5. Ord. Feb. 19.  
 MAIN, WILLIAM GUARDHOUSE, Burnley, Draper. Burnley. Pet. Feb. 17. Ord. Feb. 17.  
 MAUDE, T. LUTON, Oxford-terrace. High Court. Pet. Dec. 30. Ord. Feb. 19.  
 FLOTTIN, CHARLES, Sheffield, Cabinet Maker. Sheffield. Pet. Feb. 16. Ord. Feb. 16.  
 FOLDEN, RICHARD MONTAGUE ARTHUR, Leeds, Chauffeur. Leeds. Pet. Feb. 16. Ord. Feb. 16.  
 RYLAND, JAMES, Dewsbury, Card Fetter. Dewsbury. Pet. Feb. 17. Ord. Feb. 17.  
 SHERIFF, ALBERT WALTER, Berkswell, and WHITEHOUSE BENJAMIN HARVEY, Upper Cent. nr. Stourbridge. Builders. Coventry. Pet. Dec. 10. Ord. Feb. 17.  
 SIMON, WILLIAM, Sheffield. Sheffield. Pet. Feb. 16. Ord. Feb. 16.  
 SMITH, SIDNEY, Coniston, Yorks, Farmer. Kingston-upon-Hull. Pet. Feb. 17. Ord. Feb. 17.  
 STANFIELD, ALBERT, Bury, Lancs, Innkeeper. Bolton. Pet. Feb. 17. Ord. Feb. 17.  
 SUBHAM, THOMAS JAMES, Great Yarmouth. Great Yarmouth. Pet. Feb. 19. Ord. Feb. 19.  
 SWAINE, LILIAN, Leigh-on-Sea, Stationer. Chelmsford. Pet. Dec. 23. Ord. Feb. 18.  
 TREVELL, ABRAHAM, Portland, Dorset, Quarryman. Dorchester. Pet. Feb. 17. Ord. Feb. 17.  
 WEBB, ALFRED JAMES, Mirfield, Yorks, Purveyor of Milk. Dewsbury. Pet. Feb. 19. Ord. Feb. 19.  
 WHITLEY, HORACE, Bubwith, Yorks, Poultry Farmer. Kingston-upon-Hull. Pet. Feb. 17. Ord. Feb. 17.  
 WILKINSON, FLORENCE KATE, Southsea, Hants, Dressmaker. Portsmouth. Pet. Dec. 31. Ord. Feb. 14.  
 WILLIAMS, WILLIAM SCOTT, Wimborne. Poole. Pet. Dec. 1. Ord. Feb. 18.

London Gazette.—FRIDAY, Feb. 25.

## RECEIVING ORDERS.

BAGSHAW, THOMAS FRANCIS, Sheffield, Stock Broker. Sheffield. Pet. Feb. 22. Ord. Feb. 22.  
 BLEWETT, CHARLES KEAN, Redruth, Cornwall, Baker. Truro. Pet. Feb. 21. Ord. Feb. 21.  
 CAIRNS, E. D., Berryarbor. Barnstaple. Pet. Feb. 9. Ord. Feb. 21.  
 CROME, WILLIAM WILSON, Cleethorpes, Fish Merchant. Great Grimsby. Pet. Feb. 21. Ord. Feb. 21.  
 DAVIS, T. MILLER, St. John's Wood, N.W. High Court. Pet. Jan. 31. Ord. Feb. 22.  
 DENBY, JOHN, Coventry. Coventry. Pet. Feb. 22. Ord. Feb. 22.  
 FOX, ALBERT EDWARD, Salterforth, Farmer. Bradford. Pet. Feb. 21. Ord. Feb. 21.  
 GOUGH, FREDERICK CHARLES, Springfield, nr. Chelmsford, Managing Director of Cardbox Ltd. Chelmsford. Pet. Jan. 1. Ord. July 12.

GORDON, MALCOLM THOMAS BIRCH, Chiswick, General Merchant. High Court. Pet. Feb. 22. Ord. Feb. 22.  
 HARLEY, HENRY, Dudley, Licensed Victualler. Dudley. Pet. Feb. 23. Ord. Feb. 23.  
 HILLIER, FRANK, Shrewsbury, Baker. Shrewsbury. Pet. Feb. 23. Ord. Feb. 23.  
 HILL, ERNEST GEORGE, Fenchurch-st., Company Director. High Court. Pet. Jan. 27. Ord. Feb. 23.  
 HOISTE, THEODORE B., Jermyn-st. High Court. Pet. Jan. 21. Ord. Feb. 23.  
 JOSEPH, FANNY, Stepney, E.1, Fancy Draper. High Court. Pet. Feb. 22. Ord. Feb. 22.  
 LINDER, L., Spitalfields Market. High Court. Pet. Jan. 28. Ord. Feb. 23.  
 LIVESAY, JOHN MICHAEL SONDES, Wetherby-tee, London. High Court. Pet. Jan. 17. Ord. Feb. 23.  
 MANN, WILLIAM, Sutton, Surrey, MANN, FRANCIS, West Dulwich, and HOSEY, JOSEPH PATRICK, Produce Merchants. High Court. Pet. Feb. 23. Ord. Feb. 23.  
 MATHESON, JAMES A., Wallasey, Merchant. Liverpool. Pet. Jan. 5. Ord. Feb. 22.  
 MOSS BROTHERS, Manchester, Woollen Merchants. Manchester. Pet. Feb. 7. Ord. Feb. 21.  
 PRESTON, ARTHUR, Morley, Farmer. Dewsbury. Pet. Feb. 22. Ord. Feb. 22.  
 READ, NORMAN, Manningham, Tailor. Bradford. Pet. Feb. 21. Ord. Feb. 21.  
 ROBINSON, RICHARD, Bangor, Labourer. Bangor. Pet. Feb. 23. Ord. Feb. 23.  
 ROGERS, ALBERT EDWARD, Nuneaton, Draper and Hosiery. Coventry. Pet. Feb. 22. Ord. Feb. 22.  
 SAUNDERS, ERNEST BASIL, Southsea, Hants. Portsmouth. Pet. Feb. 22. Ord. Feb. 22.  
 SHAW, FRANK BARKER, Wood Green, N., and SHAW, ERNEST ORRIS, Hornsey, N.8, Manufacturing Upholsters. High Court. Pet. Feb. 23. Ord. Feb. 23.  
 SMITH, SIDNEY HENRY WEYMOUTH, Hastings, Fishmonger. Canterbury. Pet. Feb. 22. Ord. Feb. 22.  
 SUNDERLAND, MARGARET, New Cross, House Manufacturer. Greenwich. Pet. Dec. 2. Ord. Feb. 22.  
 WALKER, HENRY, Ilfracombe, Tobacco Dealer. Barnstaple. Pet. Feb. 2. Ord. Feb. 21.  
 WELSH, WILLIAM, Jnr., Earlestown, Journeyman Printer. Warrington. Pet. Feb. 21. Ord. Feb. 21.  
 Amended Notice substituted for that published in the London Gazette of Feb. 22.  
 HAMBURY, JOHN, Long Ditton. Kingston. Pet. Jan. 24. Ord. Feb. 17.  
 Amended Notice substituted for that published in the London Gazette of Feb. 11.  
 DAVIES, JENKIN ELDRED GORDON, New Quay, Cardigan, Bank Clerk. Manchester. Pet. Jan. 5. Ord. Feb. 7.  
 Amended Notice substituted for that published in the London Gazette of Feb. 4.  
 TAYLOR, ROBERT, Ardwick, Manchester, Manufacturer. Manchester. Pet. Jan. 31. Ord. Jan. 31.

## FIRST MEETINGS.

BENNETT, WILLIAM HOWARD, Clapton, E.5, Dentist. High Court. Mar. 4 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 BERRY, ALFRED, Wigan, Grocer. Wigan. Mar. 4 at 11.30. Off. Rec., Unio Marine-bldgs., 11 Dale-st., Liverpool.  
 BIRKS, THOMAS ARTHUR, Armley, Leeds, and TREWELL, LEWIS, Leeds, Motor Engineers. Leeds. Mar. 7 at 11. Off. Rec., Bond-st., Leeds.  
 BRISTOW, JOHN COLLYER, Welford, Northampton, Land Agent. Leicester. Mar. 4 at 11. Off. Rec., Berridge-st., Leicester.  
 CORLETT, LOUIS, Canning Town, E.16, Theatrical Producer. High Court. Mar. 4 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 CRIGER, REUBEN, Hounslow, Dentist. High Court. Mar. 4 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 DAVIES, JENKIN ELDRED GORDON, New Quay, Cardigan, Bank Clerk. Manchester. Mar. 4 at 3. Off. Rec., Byrom-st., Manchester.  
 DAVIS, T. MILLER, St. John's Wood, N.W. High Court. Mar. 8 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 DENBY, JOHN, Coventry, Factor. Coventry. Mar. 7 at 3. Off. Rec., The Barracks, Smithford-st., Coventry.  
 DIGBY, E. A., Cadogan-gardens. High Court. Mar. 7 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 DU HELOS, LOUIS, Clapham-rd. High Court. Mar. 7 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

ELSMORE, JOSEPH, Matlock, Derby, Boot Repairer. Derby. Mar. 8 at 11.30. Off. Rec., Castle-pl., Nottingham.  
 FOX, ALBERT EDWARD, Salterforth, Yorks, Farmer. Bradford. Mar. 4 at 3. Off. Rec., Duke-st., Bradford.  
 GORDON, MALCOLM THOMAS BIRCH, Chiswick, General Merchant. High Court. Mar. 7 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 HENRICK, MICHAEL, Birmingham, Metal Merchant. Birmingham. Mar. 9 at 11.30. Rusk-chmbrs., 101, Corporation-st., Birmingham.  
 JONES, FREDERICK WILLIAM, Burnley, Draper. Burnley. Mar. 8 at 11. Off. Rec., 13, Winckley-st., Preston.  
 JOSEPH, FANNY, Stepney, E.1, Fancy Draper. High Court. Mar. 8 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 KILBURN, THOMAS CHAPMAN, and TAYLOR, EDWIN ALFRED, Scarborough, Firewood Merchants. Scarborough. Mar. 4 at 4. Off. Rec., Westborough, Scarborough.  
 LEWIS, HORACE SIDNEY, Brighton, Tobacconist. Brighton. Mar. 9 at 2.30. Off. Rec., Marlborough-pl., Brighton.  
 MANN, WILLIAM, Sutton, MANN, FRANCIS, West Dulwich, and HOSEY, JOSEPH PATRICK, Produce Merchants. High Court. Mar. 7 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 MERRIFIELD, WILLIAM, Clydach, Glam. Spelterman. Neath. Mar. 4 at 11. Off. Rec., Government-bldgs., 86, Mary-st., Swansea.  
 MERRIFIELD, RACHEL, Clydach, Glam. Grocer. Neath. Mar. 4 at 11.30. Off. Rec., Government-bldgs., 86, Mary-st., Swansea.  
 MUNKINGS, FREDERICK TANSLEY, Hastings. Poole. Mar. 8 at 2. Law Courts, Stafford-rd., Bourne-mouth.  
 POLDEN, RICHARD MONTAGUE ARTHUR, Leeds, Chauffeur. Baker. Leeds. Mar. 7 at 11.30. Off. Rec., Bond-st., Leeds.  
 POWELL, DAVID JAMES, Grosmont, Mon, Farmer. Hereford. Mar. 5 at 12. Off-st., Hereford.  
 PRESTON, ARTHUR, Morley, Farmer. Dewsbury. Mar. 4 at 11. County Court House, Dewsbury.  
 READ, NORMAN, Manningham, Bradford, Tailor. Bradford. Mar. 5 at 11. Off. Rec., Duke-st., Bradford.  
 SAUNDERS, ERNEST BASIL, Southsea, Portsmouth. Mar. 7 at 2.30. Off. Rec., Cambridge Junction, High-st., Portsmouth.  
 SIDDALL, CHARLES WILLIAM, Bridlington, Dealer in Fancy Goods and Farmer. Scarborough. Mar. 4 at 3.15. Off. Rec., Westborough, Scarborough.  
 SIDDALL, MARY ELIZABETH ALLISON, Bridlington, Dressmaker. Scarborough. Mar. 4 at 3.30. Off. Rec., Westborough, Scarborough.  
 SMITH, MORGAN THOMAS, Cwm, Mon, Fruiterer. Tredegar. Mar. 4 at 11.45. County Court Offices, Dock-st., Newport, Mon.  
 SMITH, SIDNEY HENRY WEYMOUTH, Hastings, Kent, Fishmonger. Canterbury. Mar. 4 at 10.30. Off. Rec., Castle-st., Canterbury.  
 STANFIELD, ALBERT, Bury, Lancs, Innkeeper. Bolton. Mar. 7 at 3. Off. Rec., Byrom-st., Manchester.  
 SUNDERLAND, MARGARET, New Cross, House Manufacturer. Greenwich. Mar. 7 at 12.30. York-rd., Westminster-Bridge-rd., S.E.1.  
 TAYLOR, ROBERT, Ardwick, Manchester, Manufacturer. Manchester. Mar. 4 at 3.30. Off. Rec., Byrom-st., Manchester.  
 TREVELL, ABRAHAM, Portland, Quarryman. Dorchester. Mar. 4 at 3. Off. Rec., City-chmbrs., Catherine-st., Salisbury.  
 WEBB, ALFRED JAMES, Mirfield, Purveyor of Milk. Dewsbury. Mar. 4 at 10.45. County Court House, Dewsbury.  
 WOOLLEY, WALTER HAROLD, St. Just-in-Roseland, Poultry Farmer. Truro. Mar. 8 at 12. Off. Rec., 12 Princess-st., Truro.

## ADJUDICATIONS.

BAGSHAW, THOMAS FRANCIS, Sheffield, Stockbroker. Sheffield. Pet. Feb. 22. Ord. Feb. 22.  
 BONAS, LIONEL MAURICE, St. John's Wood, Director. High Court. Pet. May 25. Ord. Feb. 21.  
 BLEWETT, CHARLES KEAN, Redruth, Cornwall, Baker. Truro. Pet. Feb. 21. Ord. Feb. 21.  
 CARTMELL, JOSEPH, and CARTMELL, JOSEPH WILFRED, Farmers. Preston. Pet. Dec. 21. Ord. Feb. 22.  
 CROME, WILLIAM WILSON, Cleethorpes, Fish Buyer. Great Grimsby. Pet. Feb. 21. Ord. Feb. 21.  
 DENBY, JOHN, Coventry. Coventry. Pet. Feb. 22. Ord. Feb. 22.

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FOX, ALBERT EDWARD, Salterforth, Farmer. Bradford. Pet. Feb. 21. Ord. Feb. 21.  
 FOULKES, EDMUND ALFRED GEORGE, Shrewsbury, Stationer. Shrewsbury. Pet. Feb. 19. Ord. Feb. 22.  
 FREWER, JAMES FREDERICK, Willesden. High Court. Pet. Dec. 17. Ord. Feb. 21.  
 GORDON, MALCOLM THOMAS, Birch, Chiswick, General Merchant. High Court. Pet. Feb. 22. Ord. Feb. 22.  
 HARLEY, HENRY, Netherton, Dudley, Licensed Victualler. Dudley. Pet. Feb. 23. Ord. Feb. 23.  
 HILLIER, FRANK, Shrewsbury, Baker. Shrewsbury. Pet. Feb. 23. Ord. Feb. 23.  
 HOBBS, JOHN THOMAS, Horley, Surrey, Post Fuel Merchant. Croydon. Pet. Jan. 29. Ord. Feb. 19.  
 JOSE, HENRY, and JOSE, ERNEST JOHN HENRY DAVEY, St. Allen, Cornwall, Farmers. Truro. Pet. Feb. 4. Ord. Feb. 23.  
 JOSEPH, FANNY, Stepney, E.I. Fancy Draper. High Court. Pet. Feb. 22. Ord. Feb. 22.  
 LLOYD, FREDERICK WILLIAM, Bristol, Cotton Merchant. Bristol. Pet. Nov. 5. Ord. Feb. 23.  
 MANN, WILLIAM, Sutton, Surrey, MANN, FRANCIS, West Dulwich, HONEY, JOSEPH PATRICK, Produce Merchants. High Court. Pet. Feb. 23. Ord. Feb. 23.  
 MENNINGS, FREDERICK TANSLEY, Hastings, Poole. Pet. Jan. 26. Ord. Feb. 23.  
 PRESTON, ARTHUR, Morley, Farmer. Dewsbury. Pet. Feb. 22. Ord. Feb. 22.  
 READ, NORMAN, Manningham, Tailor. Bradford. Pet. Feb. 21. Ord. Feb. 21.  
 ROBINSON, RICHARD, Bangor, Carnarvon, Labourer. Bangor. Pet. Feb. 23. Ord. Feb. 23.  
 ROGERS, ALBERT EDWARD, Nuneaton, Draper. Coventry. Pet. Feb. 22. Ord. Feb. 22.  
 SAUNDERS, ERNEST BASIL, Southsea, Hants. Portsmouth. Pet. Feb. 22. Ord. Feb. 22.  
 SHAW, FRANK BARKER, Wood Green, N.22, and SHAW, ERNEST ORRIS, Hornsey, N.8, Manufacturing Upholsterers. High Court. Pet. Feb. 23. Ord. Feb. 23.  
 SHERMAN, RUBEN, Mile End, Costume Manufacturer. High Court. Pet. Feb. 18. Ord. Feb. 22.  
 SITDOWN, GEORGE NELSON, Coalville, Leicester, Fruiterer. Burton-on-Trent. Pet. Jan. 13. Ord. Feb. 23.  
 SMITH, SIDNEY HENRY WYMOUTH, Hastings, Kent, Fishmonger. Canterbury. Pet. Feb. 22. Ord. Feb. 22.  
 WELSH, WILLIAM, Epsom, Lancs, Journeyman Printer. Warrington. Pet. Feb. 21. Ord. Feb. 21.  
 WHITHAM, ARTHUR, Gorleston-on-Sea, Managing Director. Great Yarmouth. Pet. Feb. 2. Ord. Feb. 22.

#### ORDERS ANNULING, REVOKING, OR RESCINDING ORDERS.

BANNER, SUTHERLAND HARMOOD, Nestor, Cheshire. Birkenhead. Receiving Order dated Nov. 14, 1906. Date of Rescission Feb. 17.  
 DRAGON, JOSEPH HENRY, Errol-st., Whitecross-st., Christmas Card Manufacturer. High Court. Adjudication dated May 10, 1916, annulled. Receiving Order dated May 10, 1916, rescinded. Pet. filed May 10, 1916, dismissed. Date of Annulment Feb. 22.

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